

# **GENERAL TERMS AND CONDITIONS OF SALE OF VERYGAMES OFFERS**

**Last updated: 04/08/2017**

## **BY AND BETWEEN:**

The Client, hereinafter referred to as the “Client”.

## **AND:**

VeryGames, SARL, with a share capital of 1000 Euros, the registered office of which is located at 21 avenue d’Alfortville, 94600 Choisy-le-Roi, and registered in the Créteil Trade and Companies Registry under number 478 104 037, and which may be visited online at <https://www.verygames.net>, is represented by its Manager, hereinafter, “VeryGames”.

## **RECITALS**

The Agreement includes these General Terms and Conditions of Sale, the registration form on the VeryGames website, and the characteristics of the offer chosen by the Client. The entirety of which is hereinafter referred to as the “Agreement”.

## **ARTICLE 1 - PURPOSE**

The Object of the Agreement is to define the terms of the services VeryGames offers its clients. The use of the services required the Client to adhere to the Agreement.

The service provided by VeryGames is subject to these General Terms and Conditions, as found on [http://v1.verygames.net/files/cgv\\_en.pdf](http://v1.verygames.net/files/cgv_en.pdf)

These Terms and Conditions constitute the entirety of the binding contractual framework between the Parties. The mere act of reserving online signifies the full and unequivocal acceptance of these Contractual Terms and Conditions.

The Client promises to be fully and legally capable of entering into this Agreement.

## **ARTICLE 2 - SERVICES PROVIDED BY VERYGAMES**

VeryGames is a service provider, which hosts and leases game and voice servers, Internet sites and online domain names.

According to the offer chosen, a service can be provided with several additional services, including a voice server and website hosting.

### **ARTICLE 3 - MEANS**

VeryGames' hosting platform is accessible to the general public via the Internet through terminals connected thereto.

VeryGames provides the computer power, the security equipment and the software necessary for the proper operation of the services.

### **ARTICLE 4 - TECHNICAL ASSISTANCE**

VeryGames provides technical assistance to the Client online at <https://www.verygames.net>, in the "Help/Support" section (The Client must be registered with the site to be able to access it).

Technical support aims to provide the Client with occasional support. It cannot intervene in any service leased by the Client. Any remote intervention for a service can be subject to specific provisions.

### **ARTICLE 5 - TERMS AND CONDITIONS REGULATING THE TERMINATION AND INVOICING OF SERVICES**

VeryGames hosts the Client's service on its server platform upon registering the order made online by the Client at <https://www.verygames.net> and the corresponding payment. VeryGames shall confirm receipt of the payment to the Client by email.

The Agreement regulating the relationship between the Client is established upon confirmation of the order online, subject to VeryGames sending an installation confirmation email informing the Client of the Internet addresses and codes, which will allow them to use the services.

The sending date of the Internet addresses and codes shall determine the initial date invoicing shall take effect. The Agreement is deemed final on the date on which VeryGames sends the installation confirmation. The parties agree that this confirmation from VeryGames will serve as proof between the parties in the event of conflict.

This acknowledgement of receipt will be archived by VeryGames on its own servers and kept at a secure location. The date and time of receipt shall be those recorded by the server of VeryGames, which will be evidence between the Parties until proven otherwise. The absence thereof shall prevent the conclusion of the Agreement. It is therefore the Client's responsibility to contact VeryGames for information relating thereto.

### **ARTICLE 6 - OPERATION TERMS & CONDITIONS**

VeryGames undertakes to make every effort to ensure the permanence, continuity and quality of the services it offers and subscribes, as such, an obligation of conduct. As a result, VeryGames will endeavour to provide access to its website and hosted services 24 hours a day, 7 days a week, without being able to guarantee it, given the nature of the Internet. A

service stopped voluntarily (or in 'pause') is considered accessible as the Client has the possibility to start it up at any time.

The Client hereby acknowledges that bandwidth fluctuations and the vagaries of its Internet service provider may cause discontinuity and/or degradation in access to the service, beyond the control of VeryGames and its technical means, as defined in Clause 10.

## **ARTICLE 7 - CLIENT INFORMATION AND COMPLIANCE WITH THE SERVICE**

The Client acknowledges having verified the suitability of the service to their needs and having received from VeryGames all the information and advice necessary for them to enter into this Agreement in full knowledge of the facts.

## **ARTICLE 8 - OBLIGATIONS OF VERYGAMES**

VeryGames undertakes to take all necessary care and diligence to provide a quality service in accordance with the practice of the profession and the state of the art. It only responds to an obligation of means.

VeryGames undertakes to:

- Provide 24-hour access to the service every day of the year. In case of absolute necessity, VeryGames reserves the right to interrupt the service for technical maintenance in order to improve its operation or for any maintenance operation. VeryGames will then inform the Client, as far as possible, within a reasonable period of time, informing them of the nature and duration of the maintenance, in order for the Client to make arrangements.  
If the service is not used for more than one week, VeryGames reserves the right to pause the service. The Client will then be able to restart it whenever he wishes via his management panel.  
In order to guarantee service stability and to preserve its infrastructure, VeryGames may in certain cases limit the available computing capacity for services to which no user is connected. VXP offers are not affected by this measure.
- Intervene quickly in the event of an incident.
- Ensure the maintenance at the best level of the quality of its tools.
- Make it possible for the Client to manage the access to their server and additional services provided whenever possible, by means of FTP access and/or administration consoles accessible at <https://www.verygames.net/> (after Client Authentication).

## **ARTICLE 9 - CLIENT OBLIGATIONS AND LIABILITY**

The Client does not physically have access to VeryGames hardware (physical servers, network equipment, etc.).

The Client is the administrator of the service agreement entered into with VeryGames. As such, it is responsible for all modifications made by it, or on its behalf, on this service. It is responsible for any use of its access to our services.

In order to maintain the level of security of the Customer's service and all the services present on its hosting platform, VeryGames undertakes to notify the Client by e-mail of the availability of application updates for which a safety fault has been noted. If these applications are not updated following the request of VeryGames to do so, the latter reserves the right to interrupt the connection of the service to the Internet, as long as the update has not been carried out.

The Client is solely and exclusively responsible for the passwords required to use his service and account at <https://www.verygames.net/>. VeryGames is not responsible for any illegal or fraudulent use of passwords made available to the Client. The provision of passwords is considered strictly confidential. Any suspicion of intentional or unintentional disclosure of the passwords provided is the sole responsibility of the Client to the exclusion of that of VeryGames.

In the event of a request for access recovery lost by the Client, VeryGames may invoice this service for the time spent on this operation. A proof of identity will also be required.

The Client will bear the consequences of the failure of the service due to any use, by any person to whom the Client has provided its password(s). Similarly, the Client alone bears the consequences of the loss of the password(s) mentioned above.

The Client acts as an independent entity and therefore solely assumes the risks and perils of its activity. The Client is solely responsible for the services and websites hosted on its VeryGames account, the content of the information transmitted, broadcast or collected, its operation and updating, and any files, including address files. The Client undertakes in particular to respect the rights of third parties, in particular, rights of personality, and the intellectual property rights of third parties such as copyrights, patent rights or trademarks. Consequently, VeryGames cannot be held responsible for the content of the information transmitted, disseminated or collected, its operation and updating, and any files, including address files, for any reason whatsoever.

VeryGames can only warn the Customer about the legal consequences that could arise from illicit activities on the site and disclaim any joint liability on the use of the data made available to the Internet users by the Client.

The Client hereby declares that it fully agrees to comply with all legal obligations arising from the ownership of its services. To this end, VeryGames cannot be summoned or investigated for any reason whatsoever, in particular in the event of violation of laws or regulations applicable to the Client's services. Failure by Client to comply with the aforementioned points, and in particular, any activity likely to give rise to civil and/or criminal liability, will entitle VeryGames to immediately, and without prior notice, interrupt the Client's services and terminate the contract immediately and automatically.

The same shall apply if the Client makes use of spamming on the Internet, with such behaviour leading to the suspension of service and termination of this Agreement without notice. In these cases, the Client will not be entitled to reimbursement by VeryGames of the sums already paid.

The Client undertakes to comply with all legal and regulatory requirements in force and, in particular, those relating to the Data Protection Act, and to make any declaration of processing with the *Commission Nationale de l'Informatique et des Libertés* (CNIL) [The French Data Protection Commission].

The Client also undertakes to take all necessary assurances from a reputable, solvent organisation in order to cover all the damages that would be attributable to him under this Agreement or its execution.

The Client guarantees VeryGames against any third party claims related to the content of the information transmitted, broadcast and/or reproduced, including those resulting from an infringement of personality rights, ownership of a patent, trademark, Copyrights or those resulting from an act of unfair or parasitic competition or a breach of public order, the rules of ethics governing the Internet, morality and respect for private life (Right to Image, Secrecy of Correspondence, etc.), or the provisions of the French Criminal Code. As such, the Client shall indemnify and hold VeryGames free of any and all costs, charges and expenses it incurs, including all reasonable, legal fees and expenses incurred by VeryGames, even by a non-final court ruling.

The Client agrees to pay directly to the claimant any amount VeryGames may require. Furthermore, the Client undertakes to intervene, at the request of VeryGames, in any proceedings against the latter and to hold VeryGames harmless against any and all rulings that may be issued against it thereof. Consequently, the Client undertakes to deal personally with any and all claims and/or proceedings, irrespective of the form, object or nature filed against VeryGames and linked to the obligations of the Client under this Agreement.

The usage of SPAM and PHISHING is strictly forbidden. The Client undertakes not to use the hosting features to send mass messages in large numbers (SPAM) to persons who do not wish to receive them, some of whom may be registered on private files but do not wish to receive messages. VeryGames will also consider their opinions on this matter.

In the event of non-compliance with this commitment, the Client acknowledges that VeryGames is entitled to limit, restrict, interrupt or permanently suspend, all or part of the service involved for a period of at least five days, or even permanently terminate the Agreement for failure to comply with the warnings on spamming or phishing sent by e-mail to the Client.

The Client agrees to inform VeryGames within 48 hours of any change in its situation and within 24 hours of any loss of passwords.

## **ARTICLE 10 - LIABILITY OF VERYGAMES**

Under no circumstances shall VeryGames be liable in the event of:

- The Client's negligence, omission or failure;
- Non-compliance with advice given;
- Fault, negligence or omission of a third party over which VeryGames has no supervisory control;
- *Force majeure*, event or incident beyond the control of VeryGames;
- Termination of hosting for any cause provided under Clause 10.1; or,
- Disclosure or unlawful use of the password given to the Client confidentially.

VeryGames is responsible, under civil law, for the services provided to the Client.

VeryGames undertakes to use its best endeavours to ensure the best possible service to Clients, except when an interruption of service is expressly requested by a competent administrative or judicial authority.

Furthermore, VeryGames shall not be held liable for any case of *force majeure* normally recognized by the courts and, in particular:

1. If the performance of the Agreement, or any obligation of VeryGames hereunder, is prevented, limited or disrupted because of fire, explosion, transmission network failure, facility collapse, epidemic, earthquake, flood, power outage, war, embargo, law, injunction, demand or requirement of any government, strike, boycott, or other event beyond the reasonable control of VeryGames ("*force majeure*"), then VeryGames, so long as it promptly notifies the Client thereof, shall be exempt from the performance of its obligations within the limit of said prevention, limitation or disruption and the Client shall be similarly exempted from the performance of its obligations insofar as the obligations of said Party are prevented, limited or disrupted, provided that the party so affected makes its best efforts to avoid or mitigate any such causes of non-performance and that both parties promptly continue once such causes have ceased or been abolished.

2. The Party affected by *force majeure* shall keep the other party regularly informed by e-mail of the developments of the *force majeure*. Should the effects of a *force majeure* last more than 30 days, the Agreement may be terminated automatically at the request of either Party without entitlement to compensation on either side.

3. The Client may also be responsible for the following, in particular:

- Deterioration of the application;
- Poor use of the services;
- Partial or total destruction of information transmitted or stored as a result of errors attributable directly or indirectly to the Client.

VeryGames shall not be liable to the Client for the introduction of a computer virus into services affecting its operation, the migration of services to a different hardware or software environment, modifications to the software components by any person other than the service provider, a decrease in turnover resulting from the operation or absence of operation, or the use or absence of use of the services or information therein, the unauthorized intrusion of any third party into the services, temporary congestion of the bandwidth, and/or an interruption of the Internet connection service due to cause beyond the control of the designer.

VeryGames shall not be held responsible for the content of the information, sound, text, images, content elements or data accessible via the services provided, transmitted or put online by the Client for any reason whatsoever.

VeryGames shall not be held responsible for the total or partial non-performance of an obligation and/or default of the operators of the networks providing access to the Internet and, in particular, of its access provider(s). As such, VeryGames informs the Client that its services are independent of other technical operators and that its liability cannot be incurred by its default.

The repairs owed by VeryGames in the event of default of service, which results from a fault established against it, shall correspond to the direct, personal and determinable damage related to the fault in question, to the express exclusion of any indirect damage.

Under no circumstances shall VeryGames be liable for any indirect or consequential damages, which are not directly and exclusively caused by the partial or total failure of the service provided by VeryGames, such as commercial damage, loss of orders, trademarks, trade disruptions, loss of profits or Customers (for example, improper disclosure of confidential information concerning them due to defect or piracy of the system), for which the Client shall be its own insurer or shall take out its own insurance.

Any action directed against the Client by a third party constitutes indirect damage and therefore does not give rise to any right to compensation. In any event, the amount of damages for which VeryGames may be liable, if its liability was incurred, shall be limited to the amount actually paid by the Client to VeryGames for the period considered or invoiced to the Client by VeryGames, or the amount corresponding to the price of the service, for the part of the service for which VeryGames' liability was retained. The lowest amount of the above shall be taken into consideration.

VeryGames does not perform any specific backup of hosted data. It is therefore incumbent upon the Client to take all necessary measures to safeguard its data in the event of loss or damage to the data entrusted, whatever the cause, including that not expressly referred to herein. The Client herein expressly exempts VeryGames from taking specific security measures, in particular to retain connection logs prior to the current month.

Consequently, VeryGames recommends that the Client implements a monthly safeguard measure at its own liability. It shall retain all the data that VeryGames may have transmitted to it, including connection logs.

The same applies to the temporary collection of IP (Internet Protocol) addresses considered an internal security measure. These addresses are not retained by VeryGames after a period of one month. Any subsequent claims, even following a judicial or administrative injunction, cannot succeed, since VeryGames is no longer in possession of said unarchived data. The liability of VeryGames cannot be incurred in the event of a possible deficiency in the implementation of the security measures, in particular of backing up. However, should VeryGames be held liable by a judicial authority, this cannot exceed an amount equal to the amount of the services invoiced to the Client for the period of the last 12 months.

The Client acknowledges that no stipulation hereof will release it from the obligations to pay all amounts due to VeryGames hereunder.

## **ARTICLE 11 - DURATION OF THE AGREEMENT - FEES AND PAYMENT METHODS - RENEWAL AND TERMINATION**

### **1. Duration of Agreement**

The Agreement is concluded for a period chosen by the Client when creating its purchase order which starts running from the date the service is made available to the Client.

An inactive VeryGames account, that is, without a service installed and whose owner has not authenticated for more than 12 months, can be deleted from the database. Any possible tokens, bonus points and historical points present will then be lost. VeryGames cannot be held responsible for the destruction of the inactive account.

## **2. Fees and Payment Methods**

The prices of the services provided by VeryGames under the VeryGames Services Agreement are subject to several fees based on the nature of the services provided. The fees in effect are those available online at <https://www.verygames.net/en/boutique> and on request from VeryGames customer support. The prices of the leases and services offered are specified in the order form. They include all taxes and are payable in Euros, in advance, for a period ranging from 1 to 24 months according to the invoicing method specified by the Client in the order form.

The prices of leases paid in advance are guaranteed for the period concerned. Any incident and/or delay in payment on the due date will result in the suspension of services.

When creating the purchase order, the Client has the option of inserting a promotional code, if available. It is impossible to take into account a promotional code if it has not been inserted correctly in the order form. A promotional code cannot be validated/applied after payment of a purchase order. The Client must always check that it is inserted correctly when the order is summarized.

## **3. Payment cancellations**

Under Clause 17, the cancellation of payments shall not be tolerated. By making a PayPal dispute or cancelling a payment by credit card or Internet and/or any other payment solution, the Client takes the risk of being banned from all services. VeryGames reserves the right to sue the Customer for redress.

- Upon receipt of a cancellation:

Upon receipt of a PayPal dispute or the cancellation of a payment by credit card or Internet and/or any other payment solution, the services shall automatically be suspended and the Tokens and bonus points confiscated.

A support ticket shall be sent to the Client informing them thereof.

In addition, the Client is no longer authorized to make payment on the VeryGames site until the cancellation is studied.

- Cancellation fees owed:

The Client shall owe VeryGames the equivalent of the service used but not paid because of having been the subject of a cancellation.

Furthermore, additional charges will be applied depending on the payment method used:



In the event of a PayPal dispute, a fee of 16 Euros imposed by PayPal will be owed by the Client.

In the event of a cancellation of any other payment method, a fee of 10 Euros will be owed by the Client.

- Consequences of a cancellation:

- If after the suspension of the services and the confiscation of the Tokens, the customer has refunded all the sums owed to VeryGames via any other means of payment other than PayPal and credit card, the Client will be informed by ticket.

If the Client wishes to make a payment on our site again via PayPal or credit card after this refund, they will have to provide additional information to validate future payments (telephone number and/or proof of identity and address).

- If the customer does not reimburse VeryGames for the amounts due for services used and for the cancellation fees, the Client will be informed by ticket. The Client will no longer be authorized to make payment via PayPal or credit card on the VeryGames site until it has repaid the sums owed by buying Tokens using the authorized payment methods in the shop. In the meantime, the Client will be banned from all VeryGames services.

#### 4. Renewal

##### a) Manual Renewal

VeryGames shall notify the Client (who has subscribed for a period greater than or equal to one month) by means of five successive reminders of the obligation to pay the renewal price of the service(s) concerned, except for subscription or direct debit Clients.

This notification will be made by e-mail and will be sent to the billing address (E-mail address to be kept up to date, at the Client's liability).

These e-mails will be sent to the Client according to the following schedule:

1st Reminder - 14 days before due date;  
2nd Reminder - 7 days before due date;  
3rd Reminder - 3 days before due date;  
4th Reminder - 24 hours before due date;  
Expiry of service - due date.

Then, the service will be suspended and the Customer will have the possibility to renew it, without loss of data, by clicking on the RENEW link on his management panel, which will remain in his account for 10 days, going by the payment receipt date.

If the payment is received after 10 days, the renewal will not be taken into account and you will have to contact our support.

After the 10 days, if the Client has not renewed, then their service will expire and the data deleted permanently.

The Customer will receive a “paid” invoice after validation of the payment by our invoicing department.

**b) Automatic Renewal**

- When the Client uses PayPal or credit card as the payment method to lease a service, said Client takes out a subscription.

When the Customer pays with PayPal or via a credit card, they agree and accept, without reserve, the use of their PayPal account or credit card for future payments programmed by VeryGames. The Client authorizes VeryGames to directly debit the appropriate amount from their PayPal account or credit card. In the case of PayPal, these payments will be made in accordance with the Pre-Approved Payments section of PayPal’s User Agreement for PayPal Service.

Payments will be made using the Client's default payment method unless the Client selects a preferred method of payment by accessing their Preferences page on the PayPal website. The Client may access the "My Pre-Approved Payments" section of their PayPal account to cancel this debit authorization.

Two attempts to withdraw the automatic renewal by credit card or PayPal shall be made before each due date:

10 days before due date

1 day before due date

No email will be sent to the Client to specify that they have taken out a subscription.

It is clearly stated on the site, before the first payment and the creation of a subscription, that a subscription will be created. Moreover, the Client is obliged to check a box for this purpose. The Client can also see on his management panel in "My Account" if he has an active subscription or not.

No email will be sent to the Customer to notify him of an automatic payment.

The Client will have to verify that they have the necessary funds to validate the payment in their bank or PayPal account.

This subscription can be cancelled free of charge at any time from the Client's account (<https://www.verygames.net/en/profile/user/paymentMethods/mySubscriptions>).

If the Client is unable to cancel their subscription, they need only ask our official support: <https://www.verygames.net/en/ticket> and a technician will explain the procedure to them. Under no circumstances is it necessary to initiate litigation or bank dispute. This is especially true given that the Client shall be liable for the charges, as well as a ban on our services. *Please see Clause 11.3*

- The Client may also activate or deactivate the automatic renewal by Tokens (Auto-Tokens):  
<https://www.verygames.net/en/profile/user/paymentMethods/mySubscriptions>.

The Client must previously verify that they have sufficient Tokens in their account. If the balance of Tokens is not sufficient to proceed with the renewal of the service, an email will be sent to the Customer within 24 hours before the expiration of the service.

This service is an automatic renewal activated or deactivated by the Client.

Three attempts to withdraw the automatic renewal by Tokens shall be made before each due date:

10 days before due date

3 days before due date

1 day before due date

## 5. Termination

Services leased by VeryGames are not subject to a commitment other than the period already paid by the Client. To terminate the service, the Client simply does not renew it or cancel its PayPal, credit card or Auto-Tokens subscription.

In the event of *force majeure*, either Party may automatically cancel the Agreement and without compensation by registered letter with acknowledgement of receipt as stipulated in the clause entitled "Responsibilities" herein.

If one of the Parties fails to fulfil one of its obligations under the Agreement, and does not remedy this within 7 days of receipt of a registered letter with acknowledgment of receipt by the complainant to do so, the Agreement shall be automatically terminated, without prejudice to any damages which may be claimed from the defaulting party.

If VeryGames cancels the contract in accordance with Clause 10, the Client will not be entitled to reimbursement by VeryGames of the sums already paid.

In the absence of the full payment of the renewal price set in the tariff, VeryGames will not be able to carry out the renewal requested by the Client. The Client will make all arrangements to safeguard its data before the service closes.

Any defect in payment or irregular payment, that is to say, in particular of an incorrect or incomplete amount, or without the required references, or carried out by a means or a procedure not accepted by VeryGames, shall be ignored and will cause VeryGames to reject the lease or renewal request.

In this case, by way of derogation from the "Obligations of the Customer" clause herein, the Customer will have a period of one month to terminate this Agreement without penalty. Failing this, the Client will be deemed to have accepted the new prices.

The price changes will be applicable to all contracts, in particular to those in the process of execution.

VeryGames reserves the right to immediately charge any new tax or rate increase of existing taxes.

The services provided by VeryGames are payable upon order. The Client is solely responsible for the payment of all sums due under the VeryGames services Agreement. It is expressly agreed that, unless otherwise agreed to in writing and on time by VeryGames, the

total or partial default of payment on the due date of any sum due under the Agreement shall automatically and without prior notice lead to:

- The maturity of all sums remaining owed by the Client under the Agreement, whatever the method of payment provided.
- The suspension of all outstanding services, regardless of their nature, without prejudice to VeryGames' ability to terminate the contract.
- In the event that the Client has not paid the sums due within 2 days of the due date, VeryGames reserves the right to delete all the files present on the server previously leased to said Client.

## **ARTICLE 12 - TICKETING**

The codes are valid for 6 months from the date of receipt of the email informing you of the code.

If this code is not used during these 6 months, it will be cancelled.

No refunds may be requested in this respect. Codes are non-refundable.

## **ARTICLE 13 - CREATION AND DESIGN**

VeryGames offers a log and banner creation service through a provider:

<https://pinterac.net/en/home/>

Please refer to the General Terms and Conditions of Sale and the legal provisions at

<https://pinterac.net/cgu>

## **14 - LOYALTY CARD AND TOKENS**

### **1. Loyalty Card**

The VeryGames loyalty card is virtual and free and is obtained immediately upon the first order. This card, valid for life and strictly personal, does not commit to any minimum amount or orders. The discount is applicable on all the products shown on the site, unless otherwise indicated or in the framework of special operations (promotions) and under the conditions provided at the following address:

<https://www.verygames.net/en/profile/user/fidelity/myCard>

### **2. Tokens**

Tokens are a virtual currency unique to VeryGames.

Tokens are not refundable. The Tokens are not convertible into Euros or any other real currency and are used exclusively to pay for a VeryGames service.

The Tokens may be transferred free of charge between Clients, but under no

circumstances can they be claimed after the transfer. The Client must be sure of wanting to transfer their Tokens before validating it. Nevertheless, VeryGames reserves the right to cancel this transfer, in particular in case of fraud or suspected fraud.

Tokens are a virtual currency that can be used when paying for an order. It is also possible to buy Tokens via the means of payment accepted by VeryGames. 1 Token is equal to 1 Euro.

The sale of Tokens is prohibited. If the Client sells their Tokens, said Client assumes responsibility thereof. If the Client purchases Tokens other than on the site VeryGames, in particular from another VeryGames Client, the Client assumes responsibility thereof. VeryGames cannot be held responsible for a sale of Tokens between a Client or any outside party.

In the event of fraud by the Client by proven, the Tokens of their account can be deleted.

## **ARTICLE 15 - CHANGE OF OFFER**

The change of offer is a feature of the VeryGames panel which allows the Customer to switch between offers for free and immediately. All VeryGames products and services do not have this feature.

The Client has nothing to pay in addition, only the expiry date of their offer is changed according to the new offer chosen, by a pro rata calculation between the old price and the new price.

A change of offer will not give rise to any refund, even in Tokens. For certain offers, this action is irreversible and will not give rise to any refund, even in Tokens.

A change of offer cannot be cancelled.

The Client may make a change of offer a maximum of every 30 days, provided that their current number of days is sufficient.

If the Client has the Flexi+ option, they can make a change of offer every 7 days, provided that their current number of days is sufficient.

It is also possible to buy a Pass change of offer in the shop: [https://www.verygames.net/en/shop/buy-verygames-pass\\_22](https://www.verygames.net/en/shop/buy-verygames-pass_22). This allows the Client to make an immediate change of offer, provided that their current number of days is sufficient.

When the Client has a subscription by Credit Card, PayPal or Tokens, it does not need to cancel its automatic renewal. The subscription will automatically update with the new offer selected.

For clients who have subscribed to a PayPal subscription before 2nd March 2015, the Client must first cancel its automatic renewal before making the change of offer.

## **ARTICLE 16 - MODIFICATIONS**

The online General Terms and Conditions shall take precedence over the printed General Terms and Conditions. The Parties agree that VeryGames may automatically modify its service without any formality being required other than notifying the Client by an online warning and/or to make its modifications in the online terms and conditions.

Any modification or introduction of new subscription options will be notified on <https://www.verygames.net> or via e-mail to the Client. In this case, the Client may, in derogation of the "TERMINATION" clause herein, terminate the Agreement within thirty days from the entry into force of these modifications.

## **ARTICLE 17 - FRAUD PREVENTION**

### **1. Anti-Fraud Verification**

A natural person may own one, single VeryGames Account. The creation of accounts under false identities in order to infringe the provisions of the General Terms and Conditions of Sale is prohibited. The use of a VeryGames Account to perform prohibited actions will similarly be considered fraud. Any fraud shall result in the termination of the Account. Any use of computer script to attempt to create multiple Accounts or to infringe the Site is prohibited.

In case of suspicion of fraud, VeryGames shall warn, suspend and exclude (temporarily or definitively) the Customer(s) concerned. In any case, in the event of an account being closed by VeryGames due to a breach of these General Terms and Conditions, the Client will lose its rights to bonus points and any other promotional offer that may have been made. VeryGames also reserves the right to claim sums that have been obtained fraudulently, by any legal means.

In the event of fraud or attempted fraud, personal data concerning the User may be communicated to the courts or to other companies and organizations involved in the fight against bank fraud.

Anti-fraud checks have been put in place due to the increasing number of fraudulent transactions.

### **2. Fraud Prevention Devices**

#### **a) The Activation Email.**

Each user must provide a valid email address upon registration. To verify the existence of this email address, an activation email shall be sent to the address entered. If no account activation occurs after seven (7) days, the account shall be automatically deleted.

#### **b) Order and Payment Confirmations.**

VeryGames reserves the right to ask for proof of identity (for example: one-sided copy of identity document, proof of residence, etc.). VeryGames has an authorization from the French National Commission for Data Protection and Liberties (CNIL) for this purpose.

In the event of a request, the Client who made the payment must send VeryGames, within 24 hours, the proof requested in the support ticket created for this purpose. If the receipt is not received within the aforementioned 24-hour period, the service will be temporarily suspended until the validation of the payment(s).

As long as the Customer does not validate his or her payments, they will no longer be authorized to make PayPal or credit card payments on our site.

The payment control department is open 7 days a week.

For more information about payment controls, go to [https://faq.verygames.net/?page\\_id=271](https://faq.verygames.net/?page_id=271)

### **c) Regulation by IP Address.**

Technical means can be put in place to regulate the number of accounts created from the same IP address, in order to limit derivatives. The current limit is three Client account creations per IP address.

## **ARTICLE 18 - OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT FOR THE HOSTING OF THE SERVICES AND THE LEASE OF DOMAIN NAME**

### **1. Storage of Data**

The Client agrees not to host sites or data of a pornographic, racist or illegal nature, with those containing hypertext links to this type of sites also being prohibited on the services of VeryGames.

It is likewise prohibited the hosting sites and data on pages that aim to convert people to sectarian movements as reported in the parliamentary report "*Les sectes en France*", or considered as representing a sectarian risk for State services, or recognized as such by a decision of a court of law having the force of *res judicata*. The Client further undertakes not to redirect their domain to such sites.

The Client undertakes not to make available to the public, from its services hosted on VeryGames' servers, copyrighted music or video files encoded in MP3, DIVX or other formats. It also undertakes not to include hypertext links on its services and not to redirect its domain to sites broadcasting this type of service.

The Client is responsible for respecting the volume of traffic and the storage space authorized by the hosting package and options to which they have subscribed. The Client is informed that the publications constitute, in particular, intellectual works copyrighted within the meaning of Article L 112.2(i) and (ii) of the Code of Intellectual Property.

The aforementioned Client guarantees VeryGames that they hold all the intellectual property rights on all the pages it provides for hosting, that is to say, the online reproduction, representation and publication rights, for a predetermined duration.

The Client acts as an independent entity and therefore solely assumes the risks and perils of its activity. The Client is solely responsible for the services its website, of the content of the information transmitted, broadcast or collected, its operation and updating, and any files, including address files. The Client undertakes in particular to respect the rights of third parties, rights of personality, and the intellectual property rights of third parties such as copyrights, patent rights or trademarks. Consequently, VeryGames cannot be held responsible for the content of the information transmitted, disseminated or collected, its operation and updating, and any files, including address files, for any reason whatsoever.

The Client thereby declares that it fully agrees to comply with all legal obligations arising from the ownership of its services. To this end, VeryGames cannot be summoned or investigated for any reason whatsoever, in particular in the event of violation of laws or regulations applicable to the Client's services.

The Client declares that it has obtained all necessary copyright authorisations, in particular from the copyright distribution companies that may be required. The Client undertakes to include the identity and address of the owner or author of the published data in the various publication formats and to make all requests necessary for their use on our hosting services in accordance with the French law in force.

The Client's failure to comply with the aforementioned points - whether for services hosted on the VeryGames services platform or for a redirection of its domain to such sites - and in particular, any activity specifically prohibited, from VeryGames' services, and/or any specifically prohibited published content on VeryGames's services, and/or liable to give rise to civil and/or criminal liability and/or liable to infringe the rights of a third party, shall give VeryGames the right to immediately interrupt, without prior notice, the Client's services, and to immediately and automatically terminate the Agreement, notwithstanding the right to any damages to which VeryGames may be entitled. In these cases, the Client will not be entitled to reimbursement by VeryGames of the sums already paid.

The Client undertakes to comply with all legal and regulatory requirements in force and, in particular, those relating to the Data Protection Act, and to make any declaration of processing with the *Commission Nationale de l'Informatique et des Libertés* (CNIL) [The French Data Protection Commission].

The Client also undertakes to take all necessary assurances from a reputable, solvent organisation in order to cover all the damages that would be attributable to him under this Agreement or its execution.

The Client guarantees VeryGames against any third party claims related to the content of the information transmitted, broadcast and/or reproduced, including those resulting from an infringement of personality rights, ownership of a patent, trademark, Copyrights or those resulting from an act of unfair or parasitic competition or a breach of public order, the rules of ethics governing the Internet, morality and respect for private life (Right to Image, Secrecy of Correspondence, etc.), or the provisions of the Criminal Code. As such, the Client shall indemnify and hold VeryGames free of any and all costs, charges and expenses it incurs, including all reasonable, legal fees and expenses incurred by VeryGames, even by a non-final court ruling.



The Client agrees to pay directly to the claimant any amount VeryGames may require. Furthermore, the Client undertakes to intervene, at the request of VeryGames, in any proceedings against the latter and to guarantee it against any and all rulings that may be issued against it thereof. Consequently, the Client undertakes to deal personally with any and all claims and/or proceedings, irrespective of the form, object or nature filed against VeryGames and linked to the obligations of the Client under this Agreement.

The Client, who is solely responsible for the content of the site, undertakes liability for VeryGames defence fees, at its own expense, in the event that the latter is subject to a claim, relating to data, information, messages, etc., which it publishes and takes responsibility for the compensation payable for any damage suffered, provided that it has complete freedom to transact and conduct the proceedings.

## **ARTICLE 19 - RIGHT OF WITHDRAWAL AND PAYMENT**

### **1. Right of Withdrawal**

By way of derogation from article L.121-20-2 of the French Consumer Code, the Client no longer has the right to withdraw from the date and time of supply of the service. It is important to note that the VeryGames.net service is set up instantly after payment, except in the case of payment by bank transfer or check.

By way of derogation from Article L.121-20-1 of the French Consumer Code, the Customer has a right of withdrawal of seven (7) days if the service has not yet been set up (in particular, when there has been a problem with installation, a pre-order, or a payment by check or bank transfer).

This right of withdrawal is exercised by leaving a message on the support service, which is located at <https://www.verygames.net/en/ticket> and entitles the Client to the reimbursement of the sums it has already paid within a thirty (30) days from receipt of the notice.

Any request for withdrawal which does not respect the legal deadline or the formalities of the preceding paragraph will not be taken into consideration.

### **2. Reimbursement**

#### **a) Formal Requirements for a Reimbursement Request**

A request for reimbursement is made by ticket to Support in the Client's account where the payment to be refunded is located.

#### **b) Substantive Conditions of a Reimbursement Request**

A request for reimbursement must be technically justified.

As per Clause 11.5:

“Services leased by VeryGames are not subject to a commitment other than the period already paid by the Client. To terminate the service, the Client simply does not renew it.”, which is related to 1° of this article.

Therefore, if the Client simply mentions that they have changed their mind and is no longer interested in the service, the refund request will be refused, even in proportion to the service used. The Client has committed to and paid for a given period, so the service cannot be reimbursed.

On the other hand, in this event and only exceptionally, we can reimburse the lease in Tokens, in proportion to the number of days elapsed since the commencement of the service. For this transaction, a transaction fee of €1 will be charged to the Client and deducted from the amount of the refund, whatever the amount.

### **c) Cases of Categorical Refusal of Reimbursement**

- Commencement of the service:

The service has been set up for the duration of the lease and the Customer requests a refund after the expiry date. Even if the Client has not used the service, it has been installed and resources have been allocated. The rental cannot, therefore, be reimbursed.

- Change of offer:

No reimbursement will be possible, even in Tokens, once one or more changes of offer have occurred on a lease which is the subject of the request, after the payment.

- Domain names, Tokens, creations/designs and ticketing products are non-refundable.

### **d) Acceptance of a reimbursement**

If all the conditions are met, we may on an exceptional basis grant a full refund, if the service has not been set up, or pro rata if the service has been set up.

Reimbursement in real currency is only possible for payments made by PayPal or credit card.

The payment will be reimbursed in Tokens in full if the service has not been set up or in pro rata to the service set up. For this transaction, a transaction fee of €1 will be charged to the Client and deducted from the refund amount.

Reimbursement in real currency will be possible, under certain conditions, (for PayPal and credit card payments). The conditions for the above are as follows:

#### **Conditions:**

- The refund of payments by credit card and PayPal will only be possible once the automatic renewal subscriptions have been cancelled.

- PayPal refunds are not possible more than 2 months after the payment.
- For this transaction, a transaction fee of €1 will be charged to the Client and deducted from the refund amount.

## **ARTICLE 20 – GENERAL PROVISIONS**

The headings of the Clauses of the Contractual Terms and Conditions are for the sole purpose of facilitating citations and do not in themselves have any contractual value or particular meaning.

## **ARTICLE 21 - APPLICABLE LAW**

The contract for the hosting of an online information system is subject to French law.

Any dispute relating to the interpretation or execution of this Agreement falls under the exclusive competence of the Commercial Court of Créteil, including any action for interim relief, notwithstanding third party appeals.

## **ARTICLE 22 – DEFINITIONS**

### **Account Management Console or Account Administration Panel:**

Means the online management space accessible by the Client via a dedicated section on the VeryGames website at <https://www.verygames.net/en/user/login>, after authentication and from which the Client has, in particular, the possibility of managing the Services and consulting their invoices.

### **Additional services:**

Refers to all the services provided by VeryGames to clients outside the server and which form part of the offer subscribed to by the Client. For example, additional services may include website hosting, voice server and FTP access.

### **Bandwidth:**

Refers to the transmission capacity of a network link. It determines the amount of information (in bits per second) that can be transmitted.

### **Customer:**

Any company or person that enters into these General Terms and Conditions of Sale.

### **Domain name:**

A name that uniquely identifies the location on the Internet of a company's websites.

<b>Game server:</b>	A set of software allowing the interconnection of persons (players), so that they can play a game, on a computer network (local network, or Internet for example), together and simultaneously. Thus, the term "game server" refers only to game servers on the Internet.
<b>Hosting platform:</b>	A set of hardware and software used to implement the functions necessary to put a Client's services online and to maintain it.
<b>Hosting:</b>	Technical hardware and resources used to run the various services provided by VeryGames.
<b>Internet:</b>	A global computer network for data exchange, consisting of servers linked together via telecommunications networks, accessible to any user having the necessary computer equipment.
<b>IP or IP address:</b>	A series of numbers that uniquely identifies a computer on the Internet.
<b>Mutual hosting:</b>	Resources and space available on a physical server, amongst several clients.
<b>Physical Server:</b>	A master computer controlling certain accesses and resources (CPU, storage, etc.) on the network.
<b>Registration form:</b>	Form completed by the Client on the VeryGames website and registered by VeryGames. Completion of the registration form is mandatory for a Client who wishes to subscribe to a VeryGames offer.
<b>Server:</b>	Refers to a voice server or a game server.
<b>User:</b>	Refers to any person with legal capacity, or legal entity, who has subscribed to a VeryGames offer.
<b>Vocal Server:</b>	A server that allows you to chat simultaneously.
<b>Website:</b>	A set of data required for the publication and exchange of information on the Internet, associated with one or more domain names.