

Terms of Use of Igrixl.ru

Introduction

On the website www.Igrixl.ru (hereinafter: the Website) you can play games, sign up for the newsletter, create your own profile where you can collect your favourite games and can post messages. You can also collect points in several ways that you can use for purchasing, amongst other things, functionalities for your profile in the shop of the Website.

To be able to make use of everything our website has to offer, you have to respect some rules. These rules and other rights and obligations of Igrixl.ru are described below. Please read the following terms of use of Igrixl.ru therefore carefully.

Igrixl.ru is part of Admeen B.V., registered with the Dutch Chamber of Commerce under number 08154287.

These conditions are also available in the form of a PDF file, so you can easily save and print them.

Clause 1. When the Terms of Use will apply.

The Terms of Use are applicable to the agreement between Igrixl.ru and every User of the Website. This includes in any case playing games, creating and using a profile and applying for, and receiving, the newsletter.

Everyone who concludes the contract with Igrixl.ru, everyone who plays games on the Website and everyone who visits the profile section is a User of the Website. The User can be a natural person or a legal entity.

These Terms of Use do not apply to third party websites. The Website contains links to third party websites. It is obvious that you will have left www.Igrixl.ru if you've clicked on a link to a third party website. The moment you've left www.Igrixl.ru the conditions of the providers of that third party website will apply. We therefore recommend that you should read the conditions applying there carefully.

Clause 2. Formation of the contract

The contract comes into effect by your registration as a User through the Website.

The contract also comes into effect by your making use, as the User, of the Website.

Igrixl.ru has the right to refuse a User, without having to give a reason for it.

Clause 3. The conditions for using the Website

To be allowed to use the Website you must be at least 16 years old or have permission from your parents or legal representative (hereinafter: Parents). This is also pointed out to you on the Website. Igrixl.ru will therefore assume that all Users are at least 16 years old or are making use of the Website with the consent of their Parents.

In order to create and subsequently make use of a profile, you need a username and a password. You can choose your own username and password. However your User Name must be different from that of all other Users. After registration and verification of the email address, you can access your profile with this name and password for as long as the contract lasts.

You must keep the password secret. Igrixl.ru may assume that a User who logs in on the Website is actually the User in question and it is not responsible for abuse of the password. You must notify Igrixl.ru if you have a suspicion that your password has been disclosed to a third party without your permission. Igrixl.ru has the right to take effective measures in such cases.

Igrixl.ru may remove or suspend a User without having to give a reason for it.

Igrixl.ru has the right to adjust the software of Igrixl.ru from time to time to improve the functionality and to correct errors.

You will ensure that the information in your profile is up to date. If you have a new email address, please change your old address.

You will refrain from unauthorized use of the Website and you will adopt an attitude and behave in conformity with what may be expected by Igrixl.ru from a User who uses the Website with due care. This means in any case that you are not allowed to use the Website for personal gain or to cause the Website to suffer any damage.

If you nevertheless act in contravention of these Terms of Use, Igrixl.ru will have the right to refuse you, to remove you and to deny you / to block your access to the Website and its facilities.

Clause 4. Profile Rules

These rules apply to all functionalities of the profile.

You should refrain from unauthorized use of your profile on the Website and you will have to demonstrate an attitude and behaviour that may be expected from a careful User.

This will at least mean that you will duly observe all guidelines and instructions with respect to the profile stated on the Website or addressed to you, inclusive of instructions from the staff/moderators of Igrixl.ru. Furthermore, you are not allowed to cause any inconvenience to other Users. It also means that you will not post unlawful information, nor change, delete or disable, messages from Igrixl.ru or Users.

Unlawful information is information that is in contravention of Dutch legislation and regulations, public morals, public order and / or third party rights. This includes in particular, but is not limited to, information that is provided without permission from the copyright owner(s), information that is defamatory, threatening, abusive, racist, hateful or discriminatory, spam, information that contains child pornography and information that violates the privacy of third parties or constitutes a form of stalking, as well as links, torrents or other references to such information on third party sites anywhere in the world (even if the information would be legal in the jurisdiction in question).

Since children, too, have access to the Website no pornographic or otherwise sexually explicit images or text are allowed to be posted.

You are responsible for the messages you post through your profile. If the content of your message is unlawful, you can be held liable in that respect.

Igrixl.ru can not guarantee that the content of the messages of Users is lawful and/or correct.

You acknowledge that Igrixl.ru is not obliged to check or edit messages from Users at its own initiative, not before the posting of the message, nor after its posting.

If Igrixl.ru becomes aware that some posts do not comply with these Terms of Use, it is authorized to remove or modify such messages at its sole discretion.

Igrixl.ru is also authorized to adjust messages to enhance the overall quality of messages and/or readability of the Website and/or the profile pages. In doing so, Igrixl.ru will refrain from affecting the overall impression and/or meaning of the messages or will in any case minimize damage in that respect.

You indemnify Igrixl.ru against all claims arising from infringement of rights of third parties committed by you while using your profile on the Website, or from your breach of these Terms of

Use.

You will give Igrixl.ru all rights and/or consents necessary to be able to post your messages. In any case, you grant an unencumbered, worldwide, sublicensable, non-exclusive license to disclose the work.

You and everyone else may inform Igrixl.ru, preferably by e-mail, of all conduct or messages of Users that is/are unlawful towards you yourself or towards Igrixl.ru.

If you create a profile, it is put automatically in the "private position". It is possible to make your profile public. The choice is yours. But you yourself are responsible for disclosure of your details.

In case of repeated complaints and/or repeated violations of these Terms of Use Igrixl.ru will have the right to deny you access to the Website.

If you, in spite of the above you, still encounter unlawful or undesirable content on a profile page, you may make use of the Notice & Takedown procedure of Igrixl.ru (see also clause 10).

Clause 5. Intellectual Property

The Website contains many games. The games on the Website of Igrixl.ru are protected by copyright. These rights are usually owned by Igrixl.ru or the suppliers of Igrixl.ru. In the latter case we have permission from the suppliers to post the games. In some cases, however, we have not succeeded in discovering the owner of the copyright. If you are the legal owner of a game and did not give your consent, you can always make use of our Notice & Takedown procedure (see also clause 10).

Igrixl.ru also posts direct links (deep links) to games on third party websites. If you object against a direct link to your game you can make use of our Notice & Takedown procedure.

As a user you only have the right to play the games on the Website.

There is one exception to the above rule. Igrixl.ru contains (among others) games made by Admeen B.V.. The games of Admeen may be copied and re-published on the following conditions: The copied games are published on a games website, the games are not adjusted, the logos applied are not deleted. Admeen B.V. may withdraw the above permission without giving reasons for it.

The appearance and composition of the Website are also protected by intellectual property rights owned by Igrixl.ru. You are not allowed to copy anything without permission from Igrixl.ru.

Clause 6. Maintenance and modifications of the Website

Igrixl.ru reserves the right to temporarily close down the Website or parts of the Website for maintenance, upgrading or improving of the Website and servers of Igrixl.ru. Igrixl.ru will never owe any compensation for damage to you or any other User because of such taking out of service of the Website or parts thereof.

Clause 7. Liability

Igrixl.ru is not liable for any damage suffered by User on whatever account, nor for any consequential damages, loss of your profile and / or of the associated data or for any immaterial damage.

Igrixl.ru is not liable for any form of damage suffered by visiting third party websites.

Igrixl.ru does its utmost to ensure that no inappropriate games, advertisements or messages will land on the Website. However, it is not possible to monitor everything and Igrixl.ru does not

always have control over the ads. Igrixl.ru therefore accepts no liability for any damage suffered by you as a result of such information being present. You can always contact Igrixl.ru, if you encounter such information. You are requested to use the contact form for that purpose.

Clause 8. Duration and termination of the contract

The contract is concluded for an indefinite period.

The contract may be terminated by Igrixl.ru and by you without any reasons and justification. The contract may be terminated by removing your profile, or if you (the User) do not have a profile, by leaving the Website. After termination of the contract the following (parts of) clauses will remain effective:

-Clause 7. Liability

Article 9. Changes to these Terms of Use

Igrixl.ru reserves the right to modify or supplement these Terms of Use.

Amendments will apply also to contracts already concluded with due observance of a term of 30 days after publication of the amendment on the Website. Minor amendments may be made at any time.

If you refuse to accept any amendment to these Terms of Use, you may terminate the contract up to the date on which the new terms and conditions will become effective.

Clause 10. Notice & Takedown procedure

Igrixl.ru uses a procedure whereby Users of the Website including parents of children under the age of 16, owners of copyrights of games and other Website Users can report information that is provided or published that, in their opinion, is unlawful or undesirable.

If a complaint in the opinion of Igrixl.ru or its legal adviser is justifiable, Igrixl.ru will have the right to remove the material or make it inaccessible. Igrixl.ru is also entitled to provide your personal details to the person reporting or to the competent authority if you have posted or seem to have posted the material in question. Igrixl.ru will inform you about the progress of this procedure.

Where possibly punishable information is concerned, Igrixl.ru will have the right to report this to the police. Igrixl.ru may hand over all relevant information about you and other potentially relevant User (s) to the competent authorities and may carry out all other acts that such authorities request Igrixl.ru to carry out within the framework of their investigation.

In case of repeated complaints about the information provided by you, Igrixl.ru will have the right to terminate the Contract and to deny you access to the Website.

You will indemnify Igrixl.ru for all claims for compensation for damage resulting from the above. Igrixl.ru is not liable for any damage, whatever its nature, that you suffer as a result of an intervention by Igrixl.ru within the framework of the complaints procedure, not even if the complaint proves to be unjustifiable and if the information is not in contravention of Dutch law.

Clause 11. Final provisions

The contract is governed by Dutch law.

Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise from the contract will be submitted to the competent Dutch court in Zwolle.

Partial invalidity: If a provision of the contract and/or the Terms of Use is proven to be invalid, this shall not affect the validity of the other provisions of the contract / Terms of Use.

Parties to the agreement will adopt (a) new provision (s) for replacement, which will be as much as possible of similar effect as the provision(s) replaced.

Contact

If, after reading our Terms of Use, you may have any questions, complaints or remarks about these Terms of Use, please do not hesitate to contact us. You are requested to use the contact form for that purpose.

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8011 MC Zwolle, The Netherlands

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We have been registered with the Chamber of Commerce under number: 08154287