



## Terms of use

### 1. DESCRIPTION OF SERVICES

1.1 These general terms of use (the "**Terms**") govern your use of the online games and services, including the online functions of multimedia products, the websites, servers, software and the framework through which these items are provided (collectively the "**Services**").

1.2 You should read these Terms carefully as they set out the basis on which we make the Services available. As a user ("**User**"), your use of any or all of the Services and Content (as defined in Article 1.3 below), indicate that you accept the Terms and/or other terms (including without limitation "game rules") and that you agree to comply with them fully. If you do not agree to the Terms, please do not continue to use our Services.

1.3 Content includes all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the Services, individually or in combination, together with all related Intellectual Property Rights in the above, (collectively, the "**Content**").

1.4 The Outbreak reserves the right to change, modify, add or delete Articles in these Terms at any time.

### 2. ACCOUNT

2.1 Creation of Your Account.

- a. Access to and use of certain additional functions and/or benefits of the Services are subject to the creation of an account. If you do not have an Account, you can create one on [www.the-outbreak.com](http://www.the-outbreak.com).
- b. To create an Account, you must have an e-mail address and supply accurate complete and up-to-date information.
- c. You may not:
  - i. select or use a username which is already used by someone else or associated with another Account; or
  - ii. select or use a username which does not meet the requirements of these Terms, in particular the rules of conduct set out in Article 3.2 and the Content standards set out in Article 3.3.
  - iii. create multiple accounts, except if this is specifically allowed with the Service by The Outbreak. In such case, you acknowledge that you will close your additional Account upon The Outbreak's request.
  - iv. You are not allowed to use certain language in the game. This includes and is limited to discrimination based on people's real-life race, religion, sex, sexual orientation, etc., profanity/insults with origins as having a sexual, sexist, or racist nature (with the exceptions of "bitch," "screw," and "suck" when used in a non-racist/non-sexist/non-sexual/non-offensive way), profanity/insults used in sexual, sexist, or racist ways, and pornographic material.

The Outbreak advises you not to include your real name or surname in your User name.

- d. If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We will never ask you to reveal your password and will never initiate contact with you to ask you for the memory joggers associated with your password. Any use, in particular any purchase of Services, using your Account with your password will be deemed to be carried out by you. We have the right to disable any username or password if in our sole opinion you have failed to comply with any of the provisions of these Terms.



## 2.2 Accuracy and Use of Your Account Data.

- a. You agree to supply and keep the personal information relating to your Account accurate, complete and up-to-date (including in the event of a transfer of data from a pre-existing Account).
- b. You shall not claim to be any other person or entity and shall not represent your identity or an affiliation with any other person or entity in an inaccurate way, including by using the username, password or any other information relating to someone else's Account or the name, likeness, voice, image or photograph of another person or by providing false information concerning a parent or legal guardian when the registration process asks you to give this information.
- c. We may take action to check the accuracy of the information you give in order to protect minors, other Users and prevent risks of fraud.
- d. You also agree to inform The Outbreak as quickly as possible at [info@the-outbreak.com](mailto:info@the-outbreak.com) of any unauthorised use of your username, password or other information concerning your Account or of any other security violation concerning or involving the Services which comes to your attention.
- e. You agree that The Outbreak may use your email to send you information about the game, if you don't want to receive this, you can unsubscribe for this specific service on the receiving of the first mail.

## 3. **ENFORCEMENT OF TERMS**

3.1 The administration reserves the right to take steps suitable to the offense. Violators risk a warning or deletion without warning.

3.2 If you receive a message with banned language, email the name of the empire that sent it, to a moderator, to help us ensure it is dealt with.

3.3 If you suspect someone of being a multi, please report him/her to a moderator by email. Administration will review and take necessary action in all circumstances.

## 4. **ACCESS AND TERMS SPECIFIC TO MINORS**

4.1 If you are a minor, you should read these Terms with the help of your parents or guardians.

4.2 If you are a parent or guardian, The Outbreak recommends that you monitor your children's online activities and check that your children never disclose their personal data without your prior consent.

4.3 We reserve the right to ask for written proof of consent from a parent or guardian for any User or potential User of the Services we suspect is a Minor. Parental consent applies exclusively to the Service for which it has been granted.

4.4 Services sometimes offer the possibility of paying for a subscription or certain game functions which enable children to participate in more activities on the Services. The subscription services may also allow parents or guardians to manage their children's account and create their own new player Account.

4.5 In all cases, all use of the Services by Minors is the responsibility of their parents or legal guardians whom we assume approve their use of the Services and agree to these Terms.

4.11 As far as is permitted by law, The Outbreak accepts no responsibility regarding any activities which may be conducted by minors without the permission of their parents or legal guardians. If you are a parent or legal



guardian and you give your permission for your child to register for one or other of the services, you thereby agree to the Terms relating to use of the Services by your child.

## 5. **INTELLECTUAL PROPERTY RIGHTS**

5.1 Intellectual Property Rights are defined as patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

5.2 The Services and Content are protected by national and international laws and treaties. Except as expressly set out in these Terms, we, and our licensees and licensors, reserve our respective Intellectual Property Rights in the Services and the Content. Any reproduction or representation of these elements in any way and for any reason is prohibited without our prior permission and, if applicable, our licensors' and representatives'.

5.3 Save as expressly set out in these Terms, no Intellectual Property Rights of any kind are assigned or licenced to you.

5.4 The Services, Content, and all Intellectual Property Rights in them belong to The Outbreak or its licensors and representatives, with the exception of any content generated by the User.

## 6. **FORUMS AND DISCUSSION AREAS PROVIDED BY THE SERVICES**

The Services may contain forums, information groups or other types of online discussion areas (collectively known as "**Forums**") which are not moderated or which are moderated after the event, with the result that your messages are not checked before being displayed.

When you use these Services, you should be aware of the fact that your User name and your messages will be public and consultable by any Internet user who visits the Services. You send your messages at your own risk. You have sole responsibility for their submission, publication and dissemination.

You undertake to comply with all the rules of these Terms, and furthermore not to:

- restrict or prevent use of the Forum by any other User of the Services;
- place on line or reveal via the Services any real personal information concerning a player;
- place on line or reveal information which is not generally related to the designated topic or theme of the public Forum in question;
- place on line or reveal information which is inappropriate or disrespectful of the usual or targeted Users of the Forum.

The Outbreak reserves the right to contact you to obtain further information on the messages you have disseminated, in particular to check that you are entitled to disseminate them and/or that you are the owner of the elements (text, words, images, sounds, videos, etc.) which they contain.

IN ALL CASES, The Outbreak is in usual circumstances not responsible towards a User for and does not endorse the opinions, advice and/or recommendations displayed or sent by Users on the Services, notably in any public forum, and declines any responsibility in this regard.



## Disclaimer

You understand and agree that the App and the Service are provided to you "AS IS" and on an "AS AVAILABLE" basis. Without limiting the foregoing, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the App or the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis.