

# Terms and conditions

## 1. Preamble

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### 1.1. Definitions

The following definitions will help you understand the document:

- **"The services"**, **"Arkedy"**: all services provided by the publisher.
- **"The publisher"**, **"The Arkedy team"**, **"We"**: the natural or legal person that publishes the services.
- **"The user"**, **"The player"**, **"You"**: the natural person using the publisher's services.

### 1.2 Introduction

These T&C bring together both the ToU and the ToS. They set out all the conditions related to the services offered by the publisher. The user may consult and print them at any time.

### 1.3. General provisions

#### 1.3.1. Scope of application

The clauses of the terms and conditions described below apply to all services made available on behalf of the publisher. This includes, but is not limited to, the following types of services:

- Websites.
- Mobile applications.
- Games.
- Forums.
- Tools.
- Security devices.
- Application programming interfaces (API).

#### 1.3.2. Entirety

All documents expressly incorporated into these terms and conditions, either directly or by reference, constitute its entirety. If there is any conflict between an incorporated document and these terms and conditions, then it is the terms and conditions that will be deemed correct and will override what is stated in the incorporated document.

#### 1.3.3. Divisibility

If any provision is held to be unlawful, void or unenforceable for any reason whatsoever, then it will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any adjacent clauses. Furthermore, the publisher will endeavour to amend or withdraw this clause as soon as possible.

#### 1.3.4. Review

At any time, the publisher reserves the right to review (by modification, addition and/or deletion of clauses) the terms and conditions of its services, but without omitting to inform all its users of any substantial changes. These revisions will be deemed to have been accepted by the user as soon as he logs in again to the services, does not contest them with the publisher, or validates a feature provided for this purpose.

### **1.3.5. Applicable law and place of jurisdiction**

These terms and conditions are governed by and subject to the law of the French Republic and by the French language, and only the French version is authentic. The domicile of the user in a country other than France does not alter this condition.

In the event of a dispute between the publisher and the user, the various parties will endeavour to find an amicable solution as far as possible before taking any legal action. If the dispute cannot be resolved amicably, the French Republic will have jurisdiction as long as the user has general jurisdiction in France.

## **2. Intellectual property**

### **2.1. Substantial content**

The publisher's substantial content refers to any type of content made available in the name of the publisher or owned by the publisher. All other trademarks, trademark names and substantial content belonging to third-party publishers are therefore excluded and are the sole property of their respective owners. By way of example, here is a non-exhaustive list of the types of content concerned:

- Ideas.
- Trademarks and trademark names.
- Logotypes, emblems and badges.
- Images, icons, pictures, graphics and graphic charters.
- Texts and documents.
- Audio and video content.
- Data and databases.
- Features, tools, programmes, software and source codes.

### **2.2. Copyright**

All of the publisher's substantial content, in particular that related to the services offered, is protected by French, European and international copyright laws.

In accordance with the law, copyright, governed by articles L111-1 and L123-1 of the [French Intellectual Property Code](#), stipulates that the author of a work of the mind enjoys an exclusive right of ownership from the moment of its creation, without the need to complete any formalities (filing or registration) for a period corresponding to the calendar year of the author's death and the seventy years that follow, for the benefit of his successors in title.

Consequently, the user has no right of publication, distribution, use, reproduction and representation on the publisher's substantial content, whether in whole or in part, by any means whatsoever, without its prior express written consent. In the event of violation, this would constitute an infringement punishable by articles L335-2 and following of the French Intellectual Property Code.

In accordance with article L122-5 of the French Intellectual Property Code, the user who publishes, distributes, uses, reproduces or represents protected content must quote the author and source.

## **2.3. Trademark law**

All trademarks appearing on the services, which are not trademarks owned by third-party publishers, are trademarks created by the publisher or for which it holds the exploitation rights. The user may not use these trademarks without the publisher's prior express written consent.

# **3. Contract between the user and the publisher**

## **3.1. Conclusion**

The acceptance of the terms and conditions by the user, required to access the services offered by the publisher, is evidenced by an electronic signature. Indeed, the user must materialise this signature by ticking a box provided for this purpose or by clicking on a button to complete his registration. In the event of disagreement with these clauses, the user does not have to sign, but will not be able to access any services provided.

By accepting these terms and conditions, in particular at the time of registration, the user enters into a contract between himself and the publisher and acknowledges that he is:

- A natural person.
- A person who has reached the age of majority in his country of habitual residence, or who has obtained the express permission of his legal representative (parent or guardian).
- Capable of entering into a valid contract in accordance with the law, case law or customs of his country of habitual residence.

## **3.2. Duration**

The contract is concluded for an indefinite period and is therefore not subject to any time limitation. However, it may be temporarily suspended by the publisher, or terminated at any time by either party subject to prior notice if the user is responsible for the termination.

## **3.3. Termination**

### **3.3.1. On the user's initiative**

The user is entitled to terminate the contract. This means that he may, at any time, delete all access data to his account using the interface provided online: deletion will then be effective after a notice period defined by the publisher. The user may, if he wishes, cancel the deletion of his account during the notice period.

### **3.3.2. On the publisher's initiative**

The contract may be terminated immediately by the publisher in the event of serious misconduct. The publisher will inform the offending user of the termination or suspension of the contract with the latter. The termination must be expressly written and sent as soon as possible. A serious misconduct is defined as:

- A non-compliance with a law attributable to the user.
- An inappropriate and/or repeated behaviour that does not comply with the terms and conditions.
- An evidence of a desire to significantly harm users and/or the services.

In addition, the publisher also reserves the right to terminate the user's contract in the event of extended inactivity or non-validation of the account.

## 3.4. Obligations of the user

### 3.4.1. General obligations

By accepting these terms and conditions, the user undertakes to:

- Have read and abide by the provisions of these terms and conditions and all future versions thereof.
- Comply with the instructions of the publisher, moderators and administrators.
- Be fully responsible for the accuracy of the provided information and for keeping it up to date.
- Authenticate only through the services provided by the publisher and exclusively on his own account.
- Ensure the security of his account.
- Contact support when his account is the target of an intrusion or unwanted use.
- Maintain his confidentiality and that of others.
- Behave in an appropriate and respectful manner towards other users and the publisher, in particular by complying with the good manners expected in a community place.
- Be solely liable for the content he publishes, distributes, uses, reproduces or represents.
- Refrain from taking any action or adopting any intention to disrupt or endanger the integrity of the services and their functioning.
- Ensure he uses the services within the technical constraints imposed.
- Do not exploit latent bugs in the services and pass on to the publisher all the information available to enable them to be fixed.
- Do not anonymise his connection.

### 3.4.2. Rules of conduct

The following non-exhaustive list of behaviours and activities, from which the publisher expressly distances itself, are prohibited and absolutely to be avoided:

- Creation of multiple user accounts for a single natural person ("*multi-account*").
- Anonymisation or use of any means to mask or modify the IP address and/or identity of the user.
- Use of external tools designed to offer any advantage, in particular:
  - Automated programmes ("*bot*").
  - Browser extensions offering advantageous interfaces.
  - Tools for analysis, automatic refreshing, interception of data and/or communication protocols, and emulation of these protocols.
- Deliberate exploitation of a design flaw or a vulnerability in the application ("*bug*").
- Behaviour or action carried out to harm the proper functioning of the services, the computer system, the network, the bandwidth or the server.
- Cheating, swindling and other fraudulent manoeuvres, in general, and in particular in relation to payment services.
- Financial or commercial transactions involving goods or services that are not expressly permitted by the publisher (purchase, sale, loan, deposit, etc.), in particular by selling user data or other content owned by the publisher.
- Impersonation of any user or other individual.
- Use of an inappropriate username that does not comply with all of these points, or that is an e-mail address or an Internet address.
- Publication, distribution, use, reproduction and representation of the following types of content:
  - Private content received by a third-party user without his express consent.
  - Substantial content, either made available in the name of the publisher without its express permission, or which fraudulently gives the impression of having been made available by the publisher or of having its support.

- Content that infringes the rights of third parties, such as copyrights, trademark rights and corporate rights.
- Content that may alter or harm physical and/or mental integrity.
- Unwanted, inappropriate or indecent content such as:
  - Flood of messages over a short period of time with the aim of making it very difficult, if not impossible, to read a discussion channel.
  - Spam.
  - Advertisements.
  - Unintelligible images or sentences.
  - Political activism.
  - Religious proselytism.
  - Defamation.
  - Gory, bloody, violent, terrifying or shocking content.
  - Eroticism, pornography or any other sexually explicit or obscene content.
- Immoral, illicit or illegal content such as:
  - Vulgarities.
  - Insults or abuse.
  - Threats or intimidation.
  - Moral harassment.
  - Disclosure of personal or confidential data ("*doxing*").
  - Hacking.
  - Content involving a malicious hoax, for example a hoax consisting of calling in special police units on the pretext of an imaginary emergency ("*swatting*").
  - Cruelty to animals.
  - Stigmatisation of an individual or group of individuals.
  - Discrimination (race, ethnicity, origin, religion, disability, social precarity, age, physical appearance, gender, sex, sexual orientation, etc.).
  - Contempt for the memory of victims, historical revisionism and negationism.
  - Incitement, promotion or apologia of drugs, hatred, violence or terrorism.
  - Child pornography or any other content that violates the laws on the protection of children and minors.

### **3.4.3. Penalties for violations**

In order to ensure a quality service, the user grants the publisher the right to monitor his activity periodically, and to moderate or delete his content if it does not comply with these general conditions. At the same time, any breach may be reported to the online support and may result in an immediate penalty for the offending user.

Each repeated offence may be more severe than the previous one. The moderator or administrator in charge of the transgression decides the severity and duration of the penalty imposed on the user, depending on the seriousness of the violation.

In the event of a breach of any of these obligations, the user may be subject to the following penalties:

- Warning.
- Temporary or permanent suspension.
- Partial or complete withdrawal of game data.

In addition to the appropriate penalties, and if circumstances so require, the publisher may also initiate civil and criminal lawsuits against the offender.

## **3.5. Liability and guarantee of the publisher**

### **3.5.1. Maintenance of services**

The publisher undertakes to ensure the proper functioning of the services which benefit the user, provided that they are made available by itself and that they are not recent, experimental or unstable versions, or still require tests or configuration. Nevertheless, it cannot guarantee that the services offered will always be available, perfectly secure, free of computer viruses and bugs, and without technical problems. However, it undertakes to remedy any design flaws within its remit as quickly as possible, from the moment it is notified of them.

Any interruption of services will be announced on the publisher's various official means of communication. However, for reasons of maintenance, correction, security or testing, the publisher reserves the right to interrupt any activity on the services without prior notice, endeavouring not to harm users, and without incurring any liability. Only the publisher may decide on any compensation in the event of interruption of services.

### **3.5.2. Support**

The publisher undertakes to reply to e-mails or through any other means of communication set up to provide support to its users. This implies that the user may be contacted by e-mail via the e-mail address of his account. Therefore, the publisher recommends that the user provide the necessary, complete and truthful information to ensure that his request is processed quickly. No fee will be charged for any support.

Where the application of these terms and conditions so requires, the publisher may request one or more identity documents, which will be deleted after verification.

### **3.5.3. Hypertext links**

The services may contain hypertext links to other services over which the publisher has no control. Despite prior and regular checks, the publisher declines all liability for the content of these links. Consequently, the user may not hold the publisher liable for any links followed which may be detrimental to him.

### **3.5.4. Content published by users**

Under no circumstances can the publisher be held liable for the content published by users or for any inappropriate use thereof. However, it undertakes to moderate inappropriate content when notified by a user or during periodic checks.

## **4. Acquisition of paid digital content**

### **4.1 Introduction**

Digital content is dematerialised good or service delivered by the publisher and which is its strict property. Without limitation, the digital products covered by these terms and conditions may be:

- Subscriptions.
- Virtual credits and currencies.
- Virtual objects and items.
- Video games.

Whatever the purpose, the publisher only grants the user the right to use the delivered digital content. Indeed, no property rights are granted to the user, who expressly acknowledges:

- that digital content is the exclusive property of the publisher,
- that it has no commercial value beyond the services provided by the publisher,
- that it has no link with the real economy,
- and that it is not entitled to any conversion into legal tender.

## **4.2. Product**

### **4.2.1. Information**

The publisher presents its digital products with the characteristics necessary to comply with article L111-1 of the [French Consumer Code](#), which stipulates that the professional must communicate to the consumer, in a legible and comprehensible manner, the essential characteristics of the products prior to any transaction. If any descriptions or characteristics are ambiguous, non-compliant or missing, the user is entitled to request further information from the publisher before finalising any purchase. Furthermore, the publisher undertakes to amend any product descriptions that are deemed problematic.

### **4.2.2. Availability**

Digital content offers are valid as long as they are visible and accessible on the publisher's shops. Nevertheless, the publisher may modify or remove them at any time, without the need to inform users of the changes made.

### **4.2.3. Prices**

Prices, valid only on the date of the transaction, are quoted in euros (€) and including all taxes. Nevertheless, certain payment methods may be managed by payment service providers for which additional conditions and fees may apply: the prices displayed therefore do not contain any possible additional fees induced by the use of a third-party payment application. Furthermore, the publisher reserves the right to suggest promotional offers and to adjust its prices at any time, without prior notice.

### **4.2.4 Warranty**

Digital content is provided "as is", without warranty of any kind, either express or implied. To the extent permitted by law, the publisher excludes any warranty related to the market value of digital content, user satisfaction or suitability for a particular purpose. The publisher will not offer any warranty or refund in the event of a price reduction or promotional offer. The use of digital content is at the sole liability and risk of the user: it is within the framework provided by the publisher and must be limited to it.

## **4.3. Payment**

### **4.3.1. Conditions**

To purchase any digital content on the publisher's services, the user must imperatively be:

- A natural person.
- A person who has reached the age of majority in his country of habitual residence, or who has obtained the express permission of his legal representative (parent or guardian).
- Capable of entering into a valid contract in accordance with the law, case law or customs of his country of habitual residence.

The publisher cannot be held liable for the consequences that ensue from any false statement.

### **4.3.2. Methods**

To place an order, the user can choose from a range of payment methods integrated by the publisher. He may, according to his preferences, choose the one that seems most suitable to complete the transaction. However, the publisher cannot be held liable if one of the payment methods usually offered is temporarily unavailable, as they may be managed by payment service providers.

### **4.3.3. Proof of transaction**

Computerised data, securely stored in the publisher's computer systems, constitute proof of all communications, orders and transactions between the parties. All exchanges between the two parties will be archived so that they can be used as proof.

## **4.4. Right of withdrawal**

In accordance with applicable legislation, when the user purchases digital content, he expressly accepts to its immediate availability, except in cases of force majeure. Consequently, he agrees to waive his right of withdrawal regarding the purchase of digital content.

## **4.5. Refund**

Digital content does not entitle the user to any refund whatsoever, even in the event of partial consumption. The publisher is not liable for the non-use of digital content purchased by the user, nor for any errors or omissions made by him.

If a possible refund has to be made, for example when the amount due does not reach the publisher in full or when the publisher receives an overpayment, then the publisher will make the refund by the means of payment initially used by the user. However, if necessary, it may refund the user by bank transfer with his agreement.

## **4.6. Support**

The support is the first point of contact for any questions or requests related to paid digital content and its acquisition.

## **4.7. Dispute**

Any dispute must first be addressed in writing directly to the publisher. The publisher will then attempt to resolve the dispute in question. If the user does not attempt to reach an amicable settlement with the publisher in any way, then any request for mediation will be ineligible.

In the event of a dispute, the user is informed that he may have recourse to conventional mediation or any other alternative dispute resolution method. For consumers in the European Union, the European Commission provides an [online dispute resolution platform](#).

# **5. Protection of personal data**

The publisher respects the confidentiality of its users and pays particular attention to it. To find out all about how user data are collected, stored and processed, the publisher invites the user to carefully read its [privacy policy](#).



## **6. Legal information**

The publisher's legal information can be consulted on the [legal notices](#) page.