

## General terms and conditions of business

Operator:

**archangel's studio**

Oliver Maslo

4662 Williamstown Blvd

33810 Lakeland, FL

USA

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## §1 Validity

- I All performances and services in the game and for the game are provided on the basis of the general terms and conditions.
- II. By accepting the terms and conditions, you conclude a license agreement with the operator.
- III. Future changes to the terms and conditions by the operator can be made at any time.
  - a. If there is a change in the terms and conditions the change will be pointed out in the forum and in the game news.
  - b. The user has the right to refuse a change to the terms and conditions in the first 8 weeks after the change. In case of rejection, the player has to inform the operator via support. If the terms and conditions were rejected, the license agreement also expires. The account can no longer be used without a license agreement.
  - c. A renewed approval of the terms and conditions after a change is not required. If there is no objection to the terms and conditions, the terms and conditions are considered effective.

## §2 Portal use, free of charge, subject to charge

- I The basic games are free to use.
- II. The user has the right to book additional paid services or services via the payment partner "Paymentwall Inc." at any time.
  - a. The operator is obliged to provide all services properly.
  - b. If paid services or services are not provided in full, the user is entitled to a refund. The amount of the claim is determined by the operator in premium currency.

## §3 Usernames

- I The player name and username at the same time is a "pseudonym" while participating in the game. There is no right to be assigned a specific username.
- II. Your chosen username can be changed or deleted by the operator as well as by Game Master for technical, ethnic or legal reasons. In this case, no consent is given.
- III. It is forbidden to choose a user name that infringes the rights of third parties (in particular copyrights, personality rights, trademark rights, company rights, etc.) or offends common decency, e.g. B. offends religious feelings of third parties, is racist or discriminatory. The operator expressly distances itself from such behavior.
- IV It is forbidden to use an email or internet address as a user name.

#### §4 Account Agreements

- I With the conclusion of the license agreement (§1, II), the user receives an account and can change his account data at any time using the options offered to him.
- II. Each user can have up to 3 accounts per world/instance
  - a. If more than one account is used, the additional account must be announced via support.
  - b. If additional accounts have not been reported, the operator or the Game Master can ban all accounts at any time.
- III. 3 accounts are permitted per IP address. In this case, you need to register with support.
- IV It is forbidden to use proxies to disguise your own IP address with the aim of operating unregistered multiaccounts.
- V The user undertakes to keep login data for the account secret.
- VI. Should the operator gain knowledge that the account is being used without authorization by third parties, the operator or the game master can block the account at any time in order to prevent misuse.
- vii It is not permitted to use another player's account.
- viii If there is no login for 12 months, the account is considered inactive.
- IX If there is no email validation 6 weeks after registration, the account will be considered inactive.
- X Inactive accounts can be deleted by the operator. A license agreement thereby expires.

§5 Servicecontent

- I The game and other services are provided by the operator within the scope of technical and operational possibilities. The performance of the game is due to each player who has a license agreement.
- II. Oilimperium will be further developed by the operator in their own discretion in order to keep the game as attractive as possible for a large group of users.
- III. The operator reserves the right to discontinue operation or parts of the game without giving reasons.
  - a. Should the complete operation of the game be stopped, the operator of this third announce months in advance.  
Important reasons (§5, II, b) are an exception.
  - b. For legal, financial or technical reasons, the game operation or  
Parts of the game can be discontinued at any time.
- IV Should virtual goods be assigned without authorization due to technical faults, the operator reserves the right to reclaim the unauthorized goods.
- V Should virtual goods be withdrawn without justification due to technical faults, the player has the right to reclaim these goods.

§6 License agreement for chargeable goods, services or services

- I Virtual goods cannot be purchased for a fee in the Oilimperium game.
- II. In the Oilimperium game, links to the payment partner "Paymentwall" are offered. Virtual goods for Oilimperium can be purchased at Paymentwall.
  - a. The paid premium currency is "Gold Bars". By purchasing "Gold Bars", further services in the game can be purchased without incurring any costs again. The operator reserves the right to distribute "gold bars" free of charge in an amount specified by him. (e.g. at an Easter or Halloween event)
  - b. The user has the right to buy a fee-based "Economic Subscription" (WP) or "Platinum Subscription" (PA). When purchasing the WP or PA, there are one-off costs when purchasing the virtual goods.
  - c. The operator reserves the right to offer additional economic and platinum packages which are debited monthly via a subscription-enabled payment method.
- III. The operator reserves the right to change or discontinue the paid offers via the payment partner "Paymentwall" at any time without giving reasons.

§7 Right of withdrawal

- I With every purchase of goods that are subject to a charge, the buyer has the right to revoke his purchase within at least 14 days without giving reasons.
  - a. Depending on the selected payment method, the buyer is also responsible for an additional right of withdrawal of up to 12 months.
- II. To exercise the right of withdrawal, it is sufficient to send an email to [info\[at\]archangelsy-studio.de](mailto:info[at]archangelsy-studio.de). Please make sure to include as many details about the purchase as possible. (Payment method, User ID and world(instance)). Alternatively, support can also be used at any time to be informed.
- III. If a revocation occurs, the operator undertakes to repay the transaction within 14 days using the same payment method. A different payment method can be selected in consultation with the customer.
- IV No fee will be charged for a revocation.

### §8 Contract term and termination

- I A license agreement is concluded for an indefinite period. Different provisions may apply to paid premium services.
- II. A license agreement can be terminated by the player at any time without giving reasons.
- III. A license agreement can be terminated by the operator at any time without giving reasons if
  - a. there has been misuse of the account.
  - b. there is a breach of the license agreement.
  - c. the technical operation of the platform is disrupted via the account.  
  
i.e. you culpably violate the rules of the game, laws or these General Terms and Conditions despite a warning  
violates
  - e. if there is a crime.
- IV If §8, II applies, the right to the account expires. The account can be deleted by the operator in consideration of the necessity.

### §9 Bug using, cheating

- I You are not entitled to use software, programs or mechanisms (e.g. macros) that disrupt the game operation.
- II. It is forbidden to exploit bugs or errors in the programming of the game and in the course of the game, which could represent an advantage for the user, for one's own and/or third-party purposes.
- III. If you discover bugs, you will report them to support immediately. If you have benefited from this, these are to be reimbursed - as far as possible. If bugs or errors were deliberately exploited or made public on the Internet, this can lead to the immediate termination of the license agreement and the deletion of the account.

## §10 User Obligations

- I The user undertakes to provide truthful information when registering and using premium services.
- II. The user undertakes to notify the operator immediately of any changes to the data he has provided. You can change your own data in the game settings under the forms for your own account.
- III. The user undertakes to comply with the provisions of these GTC, to observe the game instructions for the games and to follow the instructions of the operator or any employees or administrators, moderators, community managers or supporters.
- IV The user undertakes to refrain from anything that endangers or disturbs the operation, the functionality and the interaction between the users.
- V In particular, is prohibited
  - a. engage in identity theft
  - b. use, post, post link to any relevant material on any third party website any bullying, threatening, harassing, abusive or defamatory content
  - c. discriminatory content (e.g. making hate speech against groups of people, in particular due to race, ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation), political, immoral, pornographic, morally reprehensible, offensive, violent, Violence-glorifying, sexist, right- or left-wing extremist content or against Laws, in particular youth protection laws and the Youth Media Protection State Treaty, to use, post, publish or link to corresponding material on a third-party website or violate laws in particular youth protection laws  
Advertise, offer or distribute products
  - i.e. to violate applicable laws or to call for violations of the law or to link corresponding websites
  - e. to distribute protected content in the game, in particular against commercial Infringe property rights (e.g. copyright, trademark, patent, design patent or utility model law), for example by uploading a company avatar that violates the specified property rights.
  - f. to publish personal and confidential data without being authorized to do so

## §11. Accessibility of the platform

- I. The operator guarantees an availability of 98% calculated on the annual average. Announced maintenance works excluded from this.

## §12. Limitation of Liability

- I The user is aware that the game software can never be 100% error-free.
- II. Defects or errors in the game can be reported to support at any time.  
Note that screenshots are often helpful and useful.
- III. The operator is not liable if defects are caused by external influences such as hacking attacks.
- IV The operator is generally excluded from liability, unless due to mandatory liability under the Product Liability Act and within the scope of § 44a TKG

## §13. Note on data protection regulations

- I All details regarding the handling of personal data and the handling of stored data can be found separately in the data protection provisions of the portal.

## §14. Choice of Law/Jurisdiction

- I The legal provisions of the European Union apply.  
In particular, the law of the Federal Republic of Germany applies.
- II. The legal place of jurisdiction applies to legal disputes with private individuals.
- III. In the event of disputes arising from legal transactions with merchant legal entities under public law, the exclusive jurisdiction of the place of jurisdiction in Frankfurt am Main is agreed for all cases.

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