

# NRPGames - Terms of Service

## 1. Accepting the Terms

These Terms of Service, which include and hereby incorporate the Privacy Policy at <https://www.nrpgames.com/uploads/107/PrivacyPolicy%20NRPAapps.pdf> (“the Terms”) are a legal agreement between NRPGames and you. By using or accessing any NRPGames game or application (“the Service”) you agree that you have read, understood, and accept to be bound by the Terms.

NRPGames reserves the right, in its sole discretion, to modify or revise the Terms at any time, and you agree to be bound by such modifications or revisions. Any such change or modification will be effective immediately upon posting on the website [www.nrpgames.com](http://www.nrpgames.com) and your continued use of the Service after any changes or modifications to the Terms are posted will constitute your acceptance of, and agreement to, such changes or modifications. If you object to any change or modification, your sole recourse shall be to cease using the Service.

## 2. Rights to Use the Service

Subject to your compliance with the Terms, NRPGames grants you a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to use and access the Service, solely for your personal, non-commercial use.

You agree not to (and not attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms or (ii) copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service or any portion of the Service, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by NRPGames or its licensors, except for the permissions and rights expressly granted in these Terms.

If you violate these Terms, NRPGames reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all accounts you have created using the Service. You agree that NRPGames need not provide you notice before terminating or suspending your account(s), but it may do so.

NRPGames reserves the right to refuse any user access to the Service without notice for violation of the Terms.

## 3. Account

The first time you use the Service you have to enter a username, which represents your account for all further use of the Service. We advise you not to include your surname in your username. For other information that may be publicly displayed, please refer to our privacy policy.

You may not:

- A. Select or use a username which is already used by someone else or associated with another Account; or

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- B. Select or use a username which does not meet the requirements of these Terms, in particular the rules of conduct set out in Article 7.
- C. Create multiple accounts, except if this is specifically allowed with the Service by NRPGames. In such case, you acknowledge that you will close your additional Account upon NRPGames's request.

Any use of the Service, using your Account will be deemed to be carried out by you and will be seen as your responsibility. We have the right to disable any Account if in our sole opinion you have failed to comply with any of the provisions of the Terms.

### **4. Access and Terms specific to Minors**

If you are under 16 years of age, or a minor in your country of residence, you should read these Terms with the help of your parents or guardians.

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

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

As far as is permitted by law, NRPGames 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 use the Service, you thereby agree to the Terms relating to use of the Service by your child.

### **5. Intellectual Property/Ownership**

All rights, title and interest in and to all materials that are part of the Service (including, but not limited to, designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement), except for "User Content" (as defined below), collectively referred to as the "Service Materials", are, as between NRPGames and you, owned by NRPGames and/or its third party licensors. You acknowledge and agree that you shall not acquire any ownership rights whatsoever by downloading Service Materials.

You agree that you shall not modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, or otherwise exploit the Service Materials without NRPGames's express prior written permission. All other uses of copyrighted material, including any derivative use, require express prior written permission from NRPGames. Any reproduction or redistribution of Service Materials not in accordance with these Terms is expressly prohibited and may result in severe civil and criminal penalties. You acknowledge that you do not acquire any ownership rights by using the Service or by accessing any Service Materials posted on the Service by NRPGames, or any derivative works thereof. All rights not expressly granted by these Terms are reserved by NRPGames and its licensors, and no license is granted hereunder by estoppel, implication or otherwise.

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## 6. User Content

Any data, text, graphics, photographs and their selection and arrangement, and any other materials uploaded to the Service by you or other users (hereinafter "User Content") are subject, whether in whole or in part, to unlimited commercial, non-commercial and/or promotional use by NRPGames. All User Content is the sole responsibility of the person who created the Account from which the User Content originated. Thus, users are responsible, and NRPGames is not responsible for any files users upload, post, or otherwise make available. NRPGames may or may not regulate User Content and does not guarantee the accuracy, quality, or integrity of any User Content posted via the NRPGames application. By using NRPGames you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that NRPGames will not under any circumstances be liable for any User Content, including, but not limited to, errors in any User Content, or any loss or damage incurred by use of the User Content.

User Content is not confidential and will not be returned to the user.

You represent and warrant that User Content you transmit or submit is original to you and that you exclusively own the rights to such content, including the right to grant all of the rights and licenses in these Terms without NRPGames incurring any third party obligations or liability arising out of its exercise of such rights and licenses.

You hereby grant to NRPGames a worldwide, irrevocable (as long as your account is not terminated), perpetual, non-exclusive, transferable, fully paid-up and royalty-free license, (with the right to sublicense), to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit User Content you transmit or submit and all derivative works. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in User Content.

The foregoing license granted NRPGames by you, expires in the event that your account is terminated, either by you, or by NRPGames.

NRPGames reserves the right to remove and permanently delete any User Content from the Service with or without notice for any reason or no reason. You may notify NRPGames of any User Content that you believe violates these Terms, or other inappropriate user behaviour, by emailing [info@nrpgames.com](mailto:info@nrpgames.com).

## 7. Rules of Conduct/Usage

The Service may provide communication channels designed to enable you to communicate with other Service users. NRPGames has no obligation to monitor these communication channels but it may do so and reserves the right to review materials posted to the Communication Channels and to remove any materials (including without limitation User Content), at any time, with or without notice for any reason, at its sole discretion. NRPGames may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that any User Content (including without limitation chats, postings, or materials posted by users) on the Communication Channels is neither endorsed nor controlled by

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NRPGames. NRPGames will not under any circumstances be liable for any activity within Communication Channels.

As a condition of your use of the Service, and without limiting your other obligations under these Terms, you agree to comply with the restrictions and rules of use set forth in this Section as well as any additional restrictions or rules (such as application-specific rules) set forth in the Service.

In furtherance of the foregoing, and as an example and not as a limitation, you agree not to use the Service in order to:

- A. post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise objectionable
- B. defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable
- C. send other Users unsolicited advertising, promotional items or messages for commercial purposes
- D. be used for purposes of surveys, competitions, pyramid selling or similar operations, or for sending mass e-mails or spam
- E. violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity)
- F. assume another person's identity, or use another User's Account
- G. attempt to obtain passwords or other private information from other members
- H. improperly use support channels or complaint buttons to make false reports to NRPGames.
- I. use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Service or any NRPGames game experience
- J. use the Service in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Service or any NRPGames game experience
- K. without NRPGames's express written consent, modify or cause to be modified any files that are a part of the Service
- L. disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service or any NRPGames game environment (each a "Server"); or (2) the enjoyment of the Service or any NRPGames game by any other person
- M. institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service
- N. attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by NRPGames, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or

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- encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service
- O. interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Service
  - P. use any unauthorized third party software that accesses, intercepts, "mines", or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service
  - Q. intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Service, whether through the use of a network analyser, packet sniffer or other device
  - R. make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure
  - S. use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by NRPGames
  - T. exploit, distribute or publicly inform other members of any game error, miscue or bug which gives an unintended advantage
  - U. violate any applicable laws or regulations, or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Service

These rules of use are not meant to be exhaustive, and NRPGames reserves the right to determine what conduct it considers to be a violation of the Terms or improper use of the Service and to take action up to and including termination of your account and exclusion from further participation in the Service.

### **8. Limitation & Exclusion of Liability**

You expressly acknowledge that use of the Service is at your own risk.

The Service is supplied "as is", without any guarantees, conditions, warranties or other terms as to: (1) its conformity, accuracy, currentness, completeness, reliability or security; (2) its suitability for a particular use; (3) its market value; (4) the absence of interruptions or errors, bugs, viruses or harmful elements, or that errors, bugs, viruses or harmful elements will be corrected; and/or (5) your satisfaction.

In particular, NRPGames does not exhaustively check Content, in particular User Content, or the words that you or other users publish via the Service, including without limitation on the communication channels, or your actions within the framework of the Service.

We hereby expressly exclude: (1) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and (2) any liability for loss or damage suffered in connection with the use of the Service or any related third party service. This is including but not limited to: (i) all losses of any kind, whether in tort (including for negligence or breach of statutory duty), contract,

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misrepresentation (whether innocent or negligent) or otherwise; (ii) direct loss; (iii) accidental loss, (iv) incidental loss; (v) consequential loss; and (vi) indirect loss.

NRPGames may also modify the Content of the Service for any reason or without any specific reason, at any time, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Service. Such modifications are liable to affect the Service and/or your acquired rights, or result in setbacks in the game environment. The products updated or modified are subject to the limits of liability set out in this Article.

NRPGames's liability is limited to the replacement of *fee-based* Content which are recognised by NRPGames as being unusable following analysis of your claim, with equivalent Content chosen by NRPGames.

In any event, the full liability of NRPGames, including its Affiliates to you shall not exceed the price you have paid for the Service during the twelve (12) months prior to the occurrence of the dispute.

### 9. Indemnity & Compensation

You agree to defend, indemnify and keep indemnified NRPGames and its Affiliates, their subcontractors and Content suppliers against any claim or alleged claim, all liabilities and damages and all costs, including lawyers' fees, following and/or resulting from a violation of these Terms for which you are responsible, or related to your behaviour on the Service.

Without limiting the generality of the foregoing, you agree to defend, indemnify and keep indemnified NRPGames and its Affiliates in the event of inappropriate or illegal use of your Account, including in the event of illegal or inappropriate use by someone who uses your Account. You agree to be held personally responsible for the use of your account on the Service and for all your communications and activities on the Service

### 10. Termination

You may terminate your account at any time and for any reason by sending an email to [info@nrpgames.com](mailto:info@nrpgames.com). Such requests are usually processed by NRPGames within 72 hour upon receipt.

NRPGames may terminate your account and your access to the Service (or, at NRPGames's sole option, applicable portions of the Service) at any time for violation of the Terms. NRPGames is not required to provide you with any notice or warning prior to any such termination.

### 11. Miscellaneous

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

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No failure or delay by NRPGames to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

These Terms and your Account and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Netherlands.

You irrevocably agree that the courts of the Netherlands have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms or their subject matter or formation (including non-contractual disputes or claims).

NRPGames shall have no liability under these Terms if it is prevented from, or delayed in, performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of NRPGames or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors

These Terms can be accessed at any time at [www.nrpgames.com/](http://www.nrpgames.com/)  
For any question concerning these Terms, you may contact NRPGames at the following address: [info@nrpgames.com](mailto:info@nrpgames.com)