

Terms and Conditions

By registering as a user at websites from Xybris Interactive GmbH, Apfelstr. 12a, 33613 Bielefeld, HRB 39108 local court of Bielefeld, (hereinafter referred to as Xybris) you accept the following Terms and Conditions. By this they become integral part of the contract. Within an existing business relationship these Terms and Conditions (hereinafter called TaC) are also valid at single transactions even when there's no explicit link to these TaC. These TaC are obligatory for all users even when the usage or access happens from outside of the Federal Republic of Germany. Different TaC of users are not accepted..

If you don't accept the TaC a registration is not possible!

Subject of the contract

The use of Xybris services is - aside from arising internet connection charges - basically free. Xybris reserves the right to charge for optional features an amount stated. This fact is declared at the specific points clearly. There are no hidden costs. Xybris reserves the right to change prices for these optional features at anytime. Membership commences after an account has been registered by the user and accepted by Xybris. The acceptance occurs by sending an email to the specified email address the user has to confirm again to open the account. In this connection the user commits himself to use a valid and durable email address. Xybris reserves the right to check this at any time. The user has the responsibility to assure the availability of the email address.

Underage persons are only allowed to use all Xybris services with the permission of their legal guardians. Before starting the contract relationship underage persons have to present a declaration of consent from their legal guardian in written form (please have a look at the imprint for our postal address) or by email (info at xybris dot com). If underage persons avoid this declaration of consent by personating to be an adult, Xybris isn't responsible and is not obligated to recompense payments made.

Rules of conduct

The user commits himself to accredit these rules of conduct while using these internet services provided by Xybris:

1. Applicable laws have to be followed and third party rights have to be respected.
2. Services provided by Xybris aren't allowed to be used for professional, commercial or other non-private purposes (including indirect advertising and prostitution).
3. False informations (e.g. age, sex) or other content which are deviant from the truth aren't allowed to be posted, published and/or linked to..
4. The propagation and provision of contents which violate third party rights or are xenophobic, racist, menacing, pestering, sexual pestering, obscene, abusive, which glorifies violence or call on violence, political or aspersive or which infringe upon the object of Xybris, applicable law or good conventions are forbidden. Links to informations, contents or websites violating applicable law, which are immoral or don't agree with the object of Xybris are forbidden.
5. In particular it is only allowed to publish contents related to the user unless the agreement of the third party is explicit existent and the publishing happens under explicit responsibility of the user.

Rights and responsibilities

The usage of Xybris is only allowed with free available browser software. In particular the usage of so called bots and scripts and other automatic programs and mechanisms are forbidden.

Automated programs which an advantage to the user comparing to the other users are banned, too. This ban also contains all types of auto refresh functions, integrated mechanisms of browser software and so on, as long as they are automated procedures. The usage of advertising blocking functions is forbidden. In this case it is irrelevant if advertising is blocked on purpose or is generally blocked through a pop-up-blocker, text based browser or other similar functions. The only exemptions from this are those programs which have explicit obtainment.

You have to login via one of the official homepages..

Exorbitant overloading Xybris capacities (in particular in a technical way), an impairment of serviceability as well as blocking or modifying of Xybris content is forbidden..

The user has to chose his data in a way that outsiders can't guess or find out in an easy way.

The user is responsible for the security of his data. The automatically generated password suits this requirements if it is stored in safely and is not being forwarded. Xybris doesn't assume liability for any claim the user suffers by losing or forwarding his data as well as Xybris doesn't assume liability for access to personal data from unauthorized persons (e.g. hackers).

Only one account per person is allowed at one server respectively game. Registration of multiple accounts is prohibited and causes the deletion of all affected accounts without warning. Further on the usage of one user account by multiple persons is prohibited.

Any adaption, saving, publishing, duplicating or circulation of Xybris contents in other media which doesn't fit the according purpose require written affirmation by Xybris. All rights reserved.

Trademarks, logos, graphics, photos, animations and texts which are used at Xybris sites and which are originated from Xybris are the intellectual property of Xybris and are only allowed to be published, used or presented with written permission by Xybris.

Other trademarks, logos and products at Xybris sites are property of the current copyright holders. Xybris doesn't suggest in any way to represent or own these trademarks, logos or rights.

Xybris provides only a service to the user, this means that the user never is an owner and that he doesn't acquire any other rights about this account or single parts because all these parts - including characters, clothing and so on - are only virtual items. All rights reserved at Xybris, that means the transfer of any exploitation or other rights is strictly excluded. This applies specifically for accounts for which the user uses features with costs too.

Further on it is not allowed to transfer accounts to third persons without written affirmation of Xybris. In particular it is explicitly forbidden to sell or generate revenues in other ways with the account or parts of it.

Exception: It is allowed to trade resources and items ingame free of charge and finally as long as the rules allow this.

In particular by violation these policies of the Terms and Conditions Xybris reserves the right to lock accounts temporarily or permanently. Contents which kind ever will be deleted automatically at this case, the user has no claim of saving any information by Xybris. This occurs irrespective of further legal measures against the user.

As a basic principle: No user has any claim to take part at a service from Xybris. Objections against the deletion of an account can only be raised via email at info at xybris dot com or postal towards the project management. The final decision whether an account is deleted or not is up to the project manager.

The user is not entitled to claim refunds for paid services if the membership was terminated by Xybris and the user causes the termination by his own behavior.

Xybris has the right to change, add, delete or stop services any time in full or parts without prior information.

Users who have an already paid but not fully used claim for benefits for these services at the date of stopping receive a proportional payback for their balance.

Xybris reserves the right to close user accounts who didn't use Xybris services for longer than three months.

By placing contents at Xybris the user gives Xybris the exclusive, transferable, areal and temporal unlimited rights of use including the right to licence these contents to third parties:

1. the right of reproduction and publishing, this means the right to copy and distribute these contents within these given rights,
2. the right to communicate to the public, in particular the stage right,
3. the right to publish these contents to the public (especially wired and wireless via internet),
4. the right to account via audio-visual mediums,
5. the right to work with and rearrange the uploaded contents; the right for archival storage and database, which means the right to archive content in any form (in particular digitalized) and to save these at all kind of storage media - also together with other content or content parts.

It is prohibited to the user to block content provided by Xybris, to overwrite or modify these or to engage in any other way distracting or manipulating.

Liability

Xybris tries to ensure that all services are available at all times. Therefore no user has the right to claim the availability of services. Furthermore Xybris is not liable in any way for server breakdown, faulty programming etc. which means the user has no right to claim the recovery of his/her previous account's status.

Xybris does not assume liability for damage which might occur by using Xybris services. In this circumstance Xybris alludes that exorbitant usage of computer games and other online activities might be risky for your health.

Xybris provides the user with the opportunity to use different communicational instruments and to publish personal data, pictures, text, profiles and other materials ("content") in the internet. Xybris does not assume liability for third party reactions or technical errors (delay, deletion, transfer etc) by this communication.

Users are responsible for the contents of their communication. In particular they are responsible that there is no violation of intellectual property and trademarks by content published by him. Xybris does not assume liability for content provided by users which violate rights of other users or third parties

Xybris is not responsible for this content in any form. The user holds full responsibility for all content published by him.

Published content (including profiles) should not contain data (e.g. names, phone numbers, addresses etc.) by which a conclusion to the user's identity might be possible.

If Xybris is held responsible due to the neglect of policies from law or from these TaC, the user commits himself to indemnify Xybris against all legal affairs in this circumstance. This indemnify includes possible administrative fines, compensations, attorney's and court costs which Xybris should pay.

The user assumes liability for all consequences which occur due to contents published by him

to his own and/or the life of others especially if this occurs because of a violation of copyright/reputation or privacy.

Xybris advises the user explicitly that he might be exposed to content which is abusive, displeasing or objectionable in other measures by using Xybris services.

In particular Xybris does not assume liability in conjunction with content created by users.

There is no control opportunity as for linked websites or other sources. Therefore Xybris is not accountable for linked material or websites. By the same token Xybris does not adopt content which is provided at these sites or sources and excludes any guarantee or commitment in this cases.

If Xybris is indicated or notices any contents which violates these rules Xybris will delete these contents as soon as possible.

Data protection

Xybris avails itself the right to provide personal data to use the assistance of third parties.

Moreover, Xybris avails itself the right to disclose personal data to authorities, attorneys or clerks, if it is required for, and as far as necessary, the protection of the carriers interests and rights or the protection of the authorities legal duties. Furthermore the user agrees that personal data can be given away to third parties for promotional issues or that these data are used by Xybris to send product information to them. Data which is collected within payment issues is excluded from this regulation. The user agrees explicit to be informed by Xybris and its partners about news, cooperations, special offers and other informations via email newsletter and to accept its reception, which means that the user orders in addition to other services the free Xybris newsletter by admitting these TaC.

The user has the right to end the acceptance to receive these newsletters at

<http://xybris.com/newsletter.php> or via the link provided in every newsletter without any costs in addition to the internet service provider costs. As long as the user holds a Xybris account he agrees to receive news about the used services or important messages (such as TaC changes) via email even if he canceled his acceptance to receive the general newsletters.

The user has the right to veto storage of personal data at any time. This leads to the deletion of the relevant account because participation in the game is not possible without storage of these information.

During the membership Xybris reserves the right to store personal data of users in order to supervise the obedience of users to the rules, the Terms and Conditions and the applicable laws (including IPs, email address and voluntary given data).

Xybris and the user have the right to end the contract any time without a reason and compliance of a cancelation period. Xybris will not store user data any longer than technological and legally necessary. This deletion might happen delayed due to technical reasons.

Use of content with costs

For using content with costs the following policies apply as basis of contract for all payment operations:

The types of payment vary due to participant countries and the available types of payment on the market. Whether the payment is a one time payment or a subscription is dependant upon the method of payment. If it is a subscription the user receives a seperate notification.

Duration and extension conditions are described in the registration area for all cases. These are dependent on the chosen payment type. The mentioned details are part of the contract.

After completion of the activation the payment is binding for the user and will be collected by the authorised provider. .

Xybris avails itself of the assistance of third parties because of the completion of payment procedures. All third parties are bound by law to keep the user data confidential. User data will only be forwarded in the event of a user failing to follow his/her liabilities.

The collection of payment may take place in advance in order for the service to be used without interruption.

If a return debit note - in the absence of payment - occurs Xybris automatically charges an additional administration fee of 12,50 Euros per return debit note. After a rejected payment from a credit card payment the administrative charge is 50.00 Euros. A lesser claim has to be proven by the user.

Users are also considered to be in default without a reminder if payment is not received 14 days after the maturity of the payment. If there is a arrears of payment a reminder will be sent to the e-mail address registered to the user account.

In the event of non-payment, a reminder (or in case of delay, the payment case) may be referred to a collection firm with all required data from the user. Costs incurred thereby and thereafter are the responsibility of the user.

Xybris reserves the right to exclude the user from the game until full payment of users debts.

Right of withdrawal and cancel

A right of withdrawal exists in particular because of 312b III Nr. 6 BGB not.

The user has the right to cancel the contract with immediately effect. In this case the user has the duty to pay open bills. The user abstains from the usage of claiming already paid contents with costs and has no right for a refund even when he already paid.

Online cancellation occurs by deleting the account and confirming this act by typing in the password.

The contract for paid content extends automatically for the chosen duration (e.g. 3, 6 or 12 months) when the user doesn't cancel his contract a minimum 10 days before end of contract period. The user gets information about the contract duration, date of end of contract and duration of extension when not canceled in time together with his fulfillment confirmation at his first purchase.

Xybris has the right to stop services any time in full or parts.

Users who have an already paid but not fully used claim for benefits for these services at the date of stopping receive a proportional payback for their balance.

Misc

The operator is authorized to mandate third party service provider and assistants to perform services in part or the whole business activities when there is no disadvantage for the user.

The operator is allowed to change these TaC and to adjust these to the law of the country.

Changes of TaC will be provided to the user via email. In this case a hyper link to the internet address, where the new TaC are available, is effectual, providing the complete text is not necessary. The users are permitted to contest these TaC until 14 days after their publication. If users do not disagree with these changes within 14 days from date of delivery these TaC apply as accepted and are effective for the user from this expiring day on if the user was advised within the message that being silent has this legal consequence. If users disagrees in due time Xybris has the right to cancel the contract at the date the new TaC should become effective. Changes of contract duration policies require – if they plan longer duration times - explicit consent from the user.

The inoperativeness of one or several provisions of said TaC does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision. br /> The user has the opportunity to download the TaC as a pdf file for free anytime.

Within the conclusion of the agreement there is no automatic save of the wording by Xybris. Because of this the user is urged to save the current wording at his hcomputer or to archive it in another way.

Jurisdiction is - as long as lawfully allowed - Bielefeld. German law is exclusively applicable for all legal matters with regards to Xybris with exception to its international private law. Application of UN-Convention on Contracts for the International Sale of Goods is excluded.