

Terms of Service

Ionia OÜ, whose registered office is at: Sepapaja 6, Tallinn 15551, Estonia [hereinafter also “Ionia” or “we”] as a developer of web and mobile applications, is responsible for its services. If you would like to find out more about Ionia and our Services, please visit our website at ionia.ee.

I. General provisions

Acceptance of these Terms of Service shall create a legally binding agreement between you [hereinafter also the “User” or the “Player”] and Ionia [hereinafter also “User Agreement”]. Every time you use our services or download one of our games the User Agreement terms apply to your use of the specific service or game.

1.1 Acceptance of Terms

By using our services or downloading one of our games you accept these Terms of Service and our Privacy Policy. Your relationship with Ionia is subject to these, and only these Terms of Service and Privacy Policy, available to read or copy in full on our website.

1.2 Third parties

Game stores, app stores and platforms may provide their own terms of service which apply to your relationship with the said stores and platforms, and which are not within the control of Ionia.

1.3 Age requirements

You represent that you are 13 years or older. If you are younger than 16 years old, you can use our services and download our games only with the explicit permission and acceptance to these Terms of Service by your parent(s) and/or legal guardian.

1.4 Personal usage

You represent that you are accessing our services or games as a private person. If you use our services or games for any form of commercial usage, you represent that you

are legally allowed to accept these Terms of Service on behalf of the company or organization for which you perform such commercial usage.

1.5 Maintenance of services

We continuously improve our games and services and thus may add or remove existing features and content. Ionia is under no obligation to continue providing either support or updates for versions of games and services which are no longer valid.

Maintenance may affect availability of our games and services. Any downtime caused by technical problems are beyond the control of Ionia.

1.6 Updates

Ionia may automatically update its applications if your device's settings allow for it, in particular to ensure the security of the system, for the sake of stability, for the sake of compatibility, but only with due consideration of User security and interests.

II. Ownership and scope

Ionia owns or has licensed all rights, title, and interest in and to the games and services including all content (except content created by users), software, program code, graphics, texts, game titles, and trademarks.

By purchasing, downloading, installing, using our games and/or services, Ionia grants you a non-exclusive revocable license to utilize our games and/or services provided that you are in compliance of these Terms of Service.

III. User Conduct

3.1 Official stores and platforms

You shall only download and play our games and services from official app stores and platforms which we've chosen to make our games and services available on.

3.2 No interference

You shall not interfere with our games and/or services irrespective of whether or not this includes manipulation of the software, backend or networks hosting. In particular you shall not:

- Create, offer or use hacks, cheats, exploits or any other unauthorized application, tool or command that modifies the game and/or service or circumvents technical protection measures in a way not intended by Ionia;
- Decompile, disassemble or reverse-engineer our games and/or services;
- Create, offer or use any malware (e.g. computer viruses, worms, trojans, hoaxes or dialers);
- Collect data via unauthorized means on Ionia, it's employees, representatives, partners, publishers, or players.

3.3 Data accuracy

If provision of data is required, you must provide all of these accurately and in full.

IV. Limitation of Liability

Only where applicable law allows for such limitation, Ionia shall only be liable for Ionia's or any of our statutory representatives' or agent's negligence, if this causes a breach of an essential obligation under this User Agreement (obligations that need to be fulfilled in order to achieve the purpose of this User Agreement and on whose fulfillment a User can usually rely upon). In this case, Ionia's liability shall be limited to predictable damages and losses that usually occur in these cases. Any further liability of Ionia is excluded.

V. Contract Duration and Termination

This User Agreement runs for an indefinite term.

5.1 Voluntary termination

Either party may terminate this User Agreement at any time by giving 14-days notice (written or electronic communication, e.g. via email required). You may also terminate

this User Agreement with immediate effect by deleting our game or application from your device.

Either party may terminate this User Agreement for cause without giving notice.

5.2 Termination in the case of breach

If we have reasonable ground to believe that you are in breach of these Terms of Service, we may suspend your access to our game and/or service and/or terminate this User Agreement.

VI. Final Provisions

6.1 Transfer of rights and obligations

Ionía may transfer all or part of its rights or obligations pursuant to this User Agreement to a third party without your consent. You may transfer any of your rights or obligations under this User Agreement only with our prior approval.

6.2 Amendment of Terms of Service

We reserve the right to amend these Terms of Service at any time. When we notify you about these amendments we will also inform you about the deadline for objecting to the amendments and consequences if you fail to object.

6.3 Governing law

This User Agreement is governed by Estonian law. If your place of residence is outside of Estonia, at the time you enter into this User Agreement, mandatory provisions of law in your jurisdiction concerning applicable law shall remain unaffected and apply.

6.4 Severance

If any provision of these Terms of Service is held to be invalid or unenforceable, validity and enforceability of the remaining provisions shall not be affected.

Tartu, 26/03/2019