

## Terms of Use

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### 1. Scope of Application

- 1.1. These Terms of Use govern the rights and obligations of Magic Box Ltd, a company registered in Varna, Bulgaria, with UIC 202435551, as well as the users of services provided by Magic Box Ltd (games, mobile applications, Facebook pages, forums, public chats, etc.).
- 1.2. When using any of these services, you acknowledge and confirm that you agree with these Terms of Use, even if you are not registered in any of these services.
- 1.3. Participants and users of the services by Magic Box Ltd are hereafter referred to as “users”. Under “game”, “service”, “games”, “services” in these Terms of Use (hereafter referred to as “TOU”) it should be understood the games and services by Magic Box Ltd.
- 1.4. The service can be used by electronic means (phone, computer, TV, etc.) that have an internet connection. Issues arising from providing telecommunication connections and software (web sites, browsers, etc.) to third parties are not subject of these TOU, as these services are not performed by Magic Box Ltd.
- 1.5. Magic Box Ltd performs services for the users of these games and services only on the basis of TOU. TOU of users will not be explicitly recognized as a subject of the contract, unless Magic Box Ltd agrees with them in writing. You can familiarize yourself with these terms at any time using the link “Terms of Use”, located at the bottom of each page of the games available for use by Magic Box Ltd.
- 1.6. Magic Box Ltd offers its games and services to users only under the Civil Code of the Republic of Bulgaria. Use of the games and services with business and/or professional purposes is excluded. Only persons who have reached the age of 18 at the time of registration or whose legal

representatives agree with this use have a right to use these games and services. By registering and/or using games and/or services provided by Magic Box Ltd, users explicitly guarantee their age and capacity or the consent of their legal representatives when it comes to underage persons.

1.7. Magic Box Ltd reserves the right to change or terminate the games, services and TOU without advanced notice. Users undertake to monitor personally the changes by means of the services provided by Magic Box Ltd.

## **2. Subject of the Contract**

2.1. Magic Box Ltd provides registered users with free use of the basic version of the game. Certain functions and features are only available to users who have paid for them (see “Extras”).

2.2. The game can be used only by users who have accepted this contract through their registration in the game, creating an account. The registration is a request for opening an account and is done by filling out a form and providing the necessary information. An account is a space provided within the game, owned by the game and in which you can perform actions allowed by TOU.

2.3. Users are allowed to have only one account in the game. The use of two or more accounts by the same person is prohibited and is called “multi-accounting”. Perpetrators can be deleted without prior notice in the presence of sufficient evidence. The sale, the intention of sale and the retrocession of accounts to third parties for any period is prohibited and the offenders shall be removed from the game.

2.4. The use of one computer for more than one account is not recommended because of the complexity of the rules. The accounts of different people using the same computer are not allowed to interact in any way with each other. This includes the use of coordinated attacks aiming at favouring one player or all together. Violation of this rule, even just once, will result in punishment for all offenders.

2.5. Users have the right to seek assistance from the staff in a particular matter using the “Contact Us” page. Users are entitled to manifesting their own opinion and suggestions in the game, forum and Facebook page as long as it is not contrary to the established rules.

2.6. The permitted actions exclude the use of programs for automatic control of the game or some of its features and services, software for any duplication, modification or analysis of the game regardless of what programs and functions of the browser are used. The permitted actions exclude the advertising of sites that are not directly related to the game in the public chat, forum and Facebook page of the game. The offenders shall receive the appropriate punishment. The entry into the game through a proxy server is also prohibited. Users who try to manipulate the

rules and use gaps in them can be deleted from the game. The use of vulgar vocabulary in the public chat and space of the game as well as the handling of bugs and any other actions which are contrary to the rules (including obscene names, pictures, pornography, and gender, ethnic, political or sexual discrimination) shall lead to the immediate deletion of the respective account.

2.7. Users are not allowed to use the services of the game for commercial purposes. This includes, without exhausting the meaning of this clause, the sale of assets in the game with real money as well as any other resources, services, etc., and all ways for extracting material goods through the available options and services in the game.

2.8. Users bear full personal responsibility for actions taken in the game and the associated pages (forum, chat, Facebook page, etc.). Users are obliged to report all noticed irregularities and problems in the game, forum or Facebook page of the game. Users must not offend the good name of the game, users and admin team. Users are not allowed to use the name or other components of the game in order to extract personal gain and/or mislead and/or deceive other people.

2.9. The provided game and its adjacent services are just for fun and do not constitute incitement to violence or justify violence. Their creators accept no responsibility for the consequences of using them. If due to a system crash and/or other hardware and/or software problem a user is placed at a disadvantage compared to others, Magic Box Ltd cannot be blamed or held responsible for what happened. The team of the game bears no responsibility and cannot cover losses resulting from actions not directly related to the functions and rules of the game (including credit fraud or vouchers, etc.). Magic Box Ltd cannot cover losses in case of inadequate protection of personal data such as passwords, emails, etc. and damage of accounts by third parties.

2.10. All external links including but not limited to advertising, links to other sites and games, etc. are only references to the relevant sites and Magic Box Ltd is not responsible for their content and cannot be considered a distributor of this content. Users of the game use the content of the links for their personal use from a source that is provided by third parties without any connection with Magic Box Ltd. If the game has a reference to a content whose owner does not want it to be shown in the game, an authorized person representing this party can get in touch with the administration of the game, so that the link is removed from the game.

### **3. Conclusion of the Contract**

3.1. The user makes a binding offer to conclude a contract for games and services by completing the registration form. For this purpose it is necessary that all data fields marked in the registration form are filled out.

3.2. The contract between Magic Box OOD and the user enters into force with the acceptance of the offer of the user.

## 4. Extras and Sapphires

- 4.1. Each user can gain, receive from another user or purchase a virtual currency called "sapphires". Certain functionalities beyond the basic version of the game are available only if the users have paid for their use with a virtual currency called "sapphires". Such functionalities will be called "extras".
- 4.2. What the extras are, what their prices, terms and periods of use are, can be seen on the website of the game. Magic Box OOD reserves the right at any time to: change the price of an extra, offer new extras, stop offering certain extras as well as move from/to the basic version of the game different extras.
- 4.3. Depending on the choice of the user and the extra itself, it may be a case of a single use extra or extra with automatic renewal after the expiry of its period of use. If the automatic renewal is activated, after the expiry of the period of use the marked number of sapphires will be downloaded from the account of the user and the period of use of the respective extra will be extended by one month.
- 4.4. If a user has paid the sapphires needed to use an extra for the future and cannot use it because it is no longer offered or has been moved to the main (free) version of the game, Magic Box OOD will offer the user other extras in return or restore proportionally the amount paid by the user. In such case the user can terminate the contract immediately by notifying Magic Box OOD from the Contact Us page. Any other claims of the user are excluded.

## 5. Purchase of Sapphires

- 5.1. Magic Box OOD allows its users to purchase a certain number of sapphires, in the form of a package, against a price specified on the website of the game. Magic Box OOD reserves the right at any time to change the prices, discounts and number of sapphires in the packages as well as add and stop different packages.
- 5.2. The payment information will be saved at an external payment system and will not be used for other purposes. Magic Box OOD does not collect and store billing information for credit cards or PayPal and is not responsible in case of damage to the owners.
- 5.3. If the user is a minor with an ordered package of sapphires, he explicitly asserts that for this purpose or at his own disposal he has been provided with the funds necessary for the payment. If the access is only possible by software that should be loaded, for the costs are applicable the rules of purchasing sapphires.
- 5.4. If a user has paid the amount for the purchase of a certain package of sapphires and has not received the sapphires on his account, he must inform Magic Box OOD about this from the Contact Us page. In this case Magic Box OOD is obliged to transfer to the user account the paid

sapphires or to reimburse the amount paid for them. In such case the user can terminate the contract immediately. Any other claims of the user are excluded.

- 5.5. If due to user's fault or insufficient coverage of the account for which the user is responsible there are unpaid and/or related to this charges for cancellations due to later cancellation of the duties to the detriment of Magic Box OOD, the user shall bear the ensuing costs. Magic Box OOD has the right to request these costs from the account of the user together with the original fee by deducting them once again. If the payment of fees is made by direct debit or credit card and there are unpaid sums, Magic Box OOD shall calculate an administration fee of 10 Euro for each commitment/payment by credit card together with the bank charges incurred for Magic Box OOD. In all cases the user is able to prove that there is no damage or that it is significantly less.

## **6. Collection of Data**

- 6.1. The game collects detailed data related to the actions of the users. The messages in the game are neither confidential nor anonymous and in case of doubt they can be checked by the administrators of the game and used as evidence of violation of TOU. The game collects data from each player such as IP addresses, cookies, emails, etc. in order to optimize the site for different browsers and computer systems. This data can be used to demonstrate the game misconduct and violation of TOU. By accepting TOU, users agree to receive in the email used for registration in the game messages related to changes and new seasons of the game or different campaigns related to Magic Box Ltd and its partners.

## **7. Rules for Advertising**

- 7.1. The advertising rules are designed for all users with a registered account in the game and/or its adjacent forum and Facebook page. The rules are applicable to any ad, be it in the form of text or image, within the game and forum. The forms of advertising are: images (static and animated), banners, personal profile, messages, links, chat (in the game), etc.
- 7.2. All ads must be prepared with a sense of responsibility to the users and comply with the laws of the Republic of Bulgaria.
- 7.3. All ads must respect privacy.
- 7.4. The ads must not contain statements that violate the good manners of communication or be defined as vulgar or distasteful.
- 7.5. The ads must be formulated in such a way that they do not abuse the trust of the users and their lack of experience or knowledge. The content of an ad should not be ambiguous or mislead the users.
- 7.6. The ads must not offend the reputation of the competitors as well as the goods or services offered by them through statements or spreading false information and by presenting facts in a distorted form.

- 7.7. The ads must comply with all aspects of human dignity and must not offend them.
- 7.8. The ads must not contain, incite or tolerate any form of abuse or discrimination, including but not limited to discrimination based on race, national origin, religion, social or political affiliation, gender, age, disability or sexual orientation.
- 7.9. The ads must not contain threats of violence in any form.
- 7.10. The ads must not have a gross or pornographic content.
- 7.11. The ads must not be used offensively in any language.
- 7.12. The use of comparisons with another user is not permitted.
- 7.13. An ad containing a username or imitating one which is already popular in the current season aiming at insulting or cheating is prohibited.
- 7.14. All ads in Bulgarian are required to be written in Cyrillic.
- 7.15. Advertising using personal messages must not be in the form of spam.