



Terms and Conditions

General Terms of Services

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I. Preamble

The website "<https://game-park.com/>" ('Site') is an online board game site, published by GAME PARK.

The company GAME PARK is an SAS with a capital of 200,000 euros, with head office located 43 rue des camelias, 44470 THOUARE-SUR-LOIRE registered with the RCS of Nantes under the number 893 659 300.

The service provider is referred to as "Game Park" in the rest of the document.

The Site offers its users many features related to board games. Some features are free, others are paid.

These terms and conditions of use and sale govern all the features available on the Site. These conditions apply to the exclusion of any other document.

The purpose of these terms and conditions of use and sale is to define the contractual and commercial relationship between Game Park, on the one hand, and any user of the Site, on the other.

The use of the Site with a User Account and the subscription to paid features are strictly subject to prior acceptance without restriction or reservations of these Terms of Service.

The Terms and Conditions of Service are made known to the user as soon as a user account is created. It is mandatory to read and accept them before continuing to browse. The General Terms of Service are also accessible at any time and to everyone in the legal mentions of the Site, accessible via the site's footer.

The current General Terms of Service are defined as service without prejudice to the applicable legal provisions to this matter, including those provided for in the Consumer Code.

Definitions

- Site: the website operated by Game Park via the domain "game-park.com" and all its sub-domains.
- Application: any app for tablet or smartphone published by Game Park.
- Content: all the information and features available on the Site or App.
- User: any user accessing the Site or App.
- Account: access provided to a user identified by their email address and allowing access to additional content.
- Subscription: any subscription by a User for a price and a fixed term to paid services made available on the Site or in an Application.



Service description

The Site proposed and operated by Game Park mainly offers users to play board games, in real time, with other players.

The Site also offers or will offer, at its discretion, information about the games, the possibility to exchange and discuss around games, rankings, tournaments, the possibility of finding player clubs or shops close to home, reviewing games, playing games in turn and customizing a user profile.

The user has the opportunity to play free board games from the Game Park catalog with random players. Advertising may appear before the search for a game.

By subscribe to Game Park, the user will be able to:

- Invite friends to play in a private game;
- Avoid video ads before searching for a game;
- Access extensions or additional content in certain games (extensions, game modes, etc.). The content concerned is specified, on a case-by-case basis, on the Site.

Other subscriber-only benefits will be added to the service gradually, and will be mentioned on the Site if necessary. One of these benefits, in particular, will benefit longest-time subscribers:

- The subscriber will be able to choose his preferred pawn color any other cosmetic element specific to each game. In the event that two subscribers play in the same game and have the same preference, the subscriber who has subscribed continuously for the longest time will have precedence.



II. Terms of use

1. Access to Content

Access to The Content offered by Game Park is possible via the Site. The Site is accessible via computer, tablet or smartphone.

The use of the Site requires an internet connection and the use of a reputable and up-to-date internet browser. Game Park does not guarantee that all features will work on all browsers. In particular, some games may have a degraded experience depending on the browser used, or the computing power of its hardware. As the games are available for free and That Game Park does not have the ability to test all possible hardware and software configurations, the user is asked to verify that the content that interests him works with his personal equipment and software before signing up for a subscription.

The user's internet connection is not supported by Game Park, so it is up to the user to subscribe to an Internet offer in advance in order to use the Site.

The catalogue of games available on the Site is dependent on the contracts in force with the rights holders and is therefore likely to vary in time. Under no circumstances can Game Park guarantee the presence in the catalog of any specific game. Similarly, Game Park cannot guarantee that any specific game available in the catalog will be available indefinitely. Game Park will not be responsible for removing or disabling the available games or features at any given time.

2. User responsibility

Contenu uploaded by the user

The user is solely responsible for the messages, content and information that they post on the Site since, in accordance with the provisions of the 2004-575 of 21 June 2004 Act for confidence in the digital economy, Game Park is the host of the service offered and cannot be held responsible for the content shared or uploaded by the users of the Site and over which Game Park has no control and surveillance powers.

The user expressly undertakes, under the penalties of criminal or civil law, that the messages they share, in particular and without this list being exhaustive, do not:

- constitute a violation of the intellectual property rights of third parties; in this regard, the user undertakes not to reproduce or disclose to the public on the Site copyrighted elements, registered as trademarks or more generally protected by any intellectual property rights held by third parties without the prior consent of the owner or holders of such property rights;
- contain computer viruses that interrupt, destroy or alter the Site's features;



- incite crimes or contain messages that are illegal, threatening, or paedophile, pornographic, defamatory, obscene, hateful, racist, anti-Semitic, xenophobic, revisionist or contrary to public order or morals;
- infringe on the privacy or dignity of others;
- incite violence, fanaticism, crime, suicide, hatred on the basis of religion, race, sex, sexual orientation, ethnicity;
- harass the other users with whom the user interacts with on the various discussion boards of the Site;
- promote or encourage any criminal activity or enterprise;
- solicit and/or disclose passwords and/or personal information for commercial or illegal purposes;
- transmit strings of unsolicited emails, massive mailings, instant messages, unwanted commercials or unsolicited mail;
- include advertisements and/or solicitations to offer products and/or services for marketing through the Site;
- contain hyperlinks or addresses referring to other websites where the content of those websites is contrary to applicable laws and regulations, infringes on the rights of third parties or is contrary to the present terms and conditions.

Game Park reserves, in the event that the user is responsible for a violation of existing legislation or an infringement of the rights of third parties, the right to provide, at the request of any legitimate authority (jurisdiction, administrative authority, police services), any information enabling or facilitating the identification of the offender.

Only one account per user

The user agrees to hold only one User Account at Game Park, unless previously authorized by Game Park. We reserve the right to close all multiple accounts attributable to the same person. If necessary, the Subscriptions of said Closed Accounts will then be carried over to the oldest account which will be the only one that will be kept open.

Prohibition of using scripts, robots or algorithms

The user undertakes not to resort to the automatic use of computer systems such as scripts to play, assist them in the game or send messages.

Account security

The user is solely responsible for securing their personal access, regardless of the connection offered by Game Park and chosen by the user.

The user must immediately notify Game Park of any loss or unauthorized use of their account. The user is solely responsible for the consequences of using their account, until the account is deactivated and, as a result, the user releases Game Park, its partners,



contractors or right holders from any liability in this regard, unless the user can prove that the use of their account is the result of fraud attributable to a third party.

In addition, the user agrees not to override or attempt to usurp another user's account.

Invitation of friends

The user can invite friends to play with them on the Site. These friends can play without a User Account and therefore without accepting these Terms of Service. The user is in this specific context responsible for compliance with the General Terms of Use and will have no claim of any nature against Game Park if the invited friend breaches these conditions.

User Account Suspension

Game Park reserves the right to suspend access to the user account if their use of the Site would be contrary to these General Terms of Services and more generally to applicable laws and regulations. The user will have an opportunity to explain themselves within fifteen (15) days after the suspension of their account, notified by email. If the explanations do not justify the breach of these terms, Game Park will terminate that user's account. Game Park has sole discretion to assess the severity of the breach and the validity of the explanations.

3. Availability and change of the Site

The Site is accessible 24 hours a day, seven days a week, within the terms of use specified above.

If the Site is unavailable for more than 5% of the duration of the month, the user who has subscribed will be able to request a refund of the month in question, in proportion to the duration of the subscription for that month.

Under no circumstances will a user be entitled to compensation greater than the value of their subscription in the event of a prolonged failure of the Site.

Game Park reserves the right to make any changes and improvements of its choice to the Site.

Game Park reserves the right to temporarily and reasonably suspend its services for the installation of updates, technical maintenance, updates, or any other intervention to ensure the smooth running and operation of the services and the Site at any time.

Users are invited to report any malfunction to the customer service at:
contact@game-park.com.

4. Content Access Condition

The user declares that they have the ability to accept these general conditions of use and sale, i.e. having a legal majority and not being subject to a measure of legal protection of



adults (safeguarding of justice or guardianship) or, if the user is a minor, that they hold a parental authorization allowing them to use the Site.

Game Park reserves the right to verify by any means that the user has a legal majority, or that they have been authorized to use the Site by a legal representative before browsing the Site.

The user declares to be a natural person. The use of the Site is prohibited to computer robots and legal entities, unless prior permission from Game Park.

If we have reason to believe that you have committed or attempted to commit fraud, we reserve the right to cancel any related subscriptions and to restrict your access, without prejudice to any other action we may take against you. In this case, any balance on your account will not be returned to you.

5. Liability

The user declares that they are informed of the constraints and limitations of Internet networks.

As a result, Game Park cannot be held liable for any malfunctions in access to Content, speeds of access to content, temporary or permanent unavailability of Content, or fraudulent use by third parties of information made available on the Site.

As a result, it is also the user's responsibility to protect his computer or other equipment, including from any type of intrusion and/or contamination by viruses. Game Park cannot be held liable for this fact.

Game Park cannot be held liable for any malfunction of or damage to the user's hardware.

More generally, Game Park is not liable for the breach of any obligation in case of force majeure or fortuitous events, including, but not limited to, disasters, fires, internal or external strike, internal or external failure or failures, and generally any irresistible and unpredictable events that prevent the proper delivery of the services.

Under no circumstances can Game Park be held liable if its services are incompatible with hardware, software and/or features of the user's equipment.

Finally, the user is solely liable for their use of the Site and has no claim of whatever nature against Game Park should they be subjected to complaints or proceedings as a result of their use of the Site. The user also undertakes to hold Game Park harmless for any claim, complaint, or protest and more generally any proceedings against Game Park emanating from a third party as a result of the user's use of the Site.



6. Using cookies

Game Park can store cookies in the user's computer when the user visits the Site. The cookies used, as well as the methods available to the User to oppose them, are listed on the Site. By approving the banner upon connection to the Site, the User agrees that data relating to their navigation - such as browser details, location or operating system - can be used for the purposes of:

- improving the relevance of advertising content displayed on services;
- serving offers tailored to the user's interests as they result from their browsing;
- carrying out studies aimed at optimizing the presentation of Game Park's offers.

Cookies are stored for a maximum duration of 13 months.

7. Changes to the terms and conditions

The General Terms of Service are bound to evolve, in particular to cover the new features that will be gradually integrated into the Site, to comply with any legal, judicial, editorial and/or technical developments.

Game Park will notify the user of the changes at their next connection at least 15 days before the new Terms of Service come into effect, and invite them to agree to the changes. In the event that the user does not accept the new Terms of Service, they will no longer be able to use the Site.



II. Subscription Terms of Sale

8. Right of withdrawal

The user has a 14-day right to withdraw from their subscription. To exercise their right to withdraw, the user is invited to send an email to contact@game-park.com, with proof of identity, within the 14 day deadline.

In the event of a withdrawal, the user will be refunded the amount of their subscription. Any bank fees applied to the user by their bank will not be refunded.

If the user abusively and repeatedly exercises the right of withdrawal, Game Park reserves the right to suspend the user's account as from the third refund, in accordance with Article 2.

9. Duration

Game Park offers a one-year subscription (or any other duration depending on the offers available on the Site). Trial or discovery offers of various durations may be offered on the Site, from time to time. Unless specifically indicated, these offers of trial or discovery will be subject to these General Terms of Service and will be limited to a single registration (same IP address (Internet Protocol) and/or even email address) regardless of the offer of trial or discovery promotion.

10. Automatic renewal and termination

The user acknowledges that they are aware that their subscription is automatically renewed at the end of the subscription period. Game Park sends an email 15 days before the subscription is automatically renewed, via its payment provider, Stripe Inc.

The user's bank card or any other payment method chosen by the user can therefore be automatically charged by Game Park at the end of each invoicing period.

Users can cancel their subscription at any time, by one of the following means:

- via its user profile on the Site, with just a few clicks;
- writing to "contact@game-park.com";
- registered mail.

Game Park is committed to the proper operation at all times of at least 2 of the means listed above.



11. Accuracy of information provided

In accordance with the laws in force in many countries, Game Park is liable to pay taxes in the country of residence of subscribers. Subscribers therefore guarantee the accuracy of the information provided to Game Park in particular regarding their billing address, and acknowledge that they are liable in the event of a failure to do so.

The Subscriber undertakes to immediately inform Game Park of any changes to the information provided at the time of the subscription and in particular any change to their billing address.

12. Terms of access

To subscribe and access Subscriber-Only Content, the user must:

- identify themselves on the Site with the email address of their choice;
- confirm their agreement to these General Terms of Service;
- choose a currency from the proposed ones (see 13. [Price](#)) ;
- pay the price of their subscription using one of the payment methods offered, via the service provider chosen by Game Park for payment management.

Once the registration has been approved, Game Park, or the provider chosen by Game Park to manage the payroll, sends a confirmation email to the user on the email address provided by the user when logging into the Site.

The subscription enters into force after the receipt of the confirmation email.

13. Price

The price of the subscription is 30 euros per year all taxes included.

The subscription is available in different currencies. The price of the subscription is, at the user's choice and all taxes included:

- in euros: €30 per year, or;
- in U.S. dollars: \$36 per year, or;
- in japanese yens: 3600 ¥ per year.

The user is responsible for the currency they choose when signing up, and Game Park will not be responsible for any exchange charges that the user's bank may charge in case they choose a different currency from the one they regularly use.

Game Park can add or remove currencies at any time, without this entitling the user to any change or reimbursement for payments already made.

If the user wants to change the currency used for their next invoicing period, the user must cancel their subscription and then subscribe again using their preferred currency.



If the currency chosen by the user is removed from the Site by Game Park, the automatic renewal of the user's subscription will be suspended, and the user will have to subscribe again upon expiry of their subscription.

The price of the subscription is payable in advance regardless of the formula chosen by the user.

Game Park reserves the right to offer discounts, temporary or permanent, of the price of the subscription, according to one-off offers and for users respecting the conditions defined in the offer.

14. Payment provider and security

To improve transaction security, Game Park is delegating payment processing to Stripe, Inc. (<https://stripe.com/>).

The user is informed that Stripe, Inc. is required to process and retain personal data, including payment methods, for the sole purpose of making payment and billing.

In the absence of contrary evidence provided by the Subscriber, computerized records, stored in the computer systems of Game Park and its partners under reasonable security conditions, will be considered as evidence of communications, orders, validations, and payments made between the Subscriber and Game Park. This information will be deemed accurate unless the Subscriber proves the contrary in writing. The archiving of these elements is carried out on a reliable and durable medium in order to reflect an accurate and lasting copy in accordance with applicable laws.



III. Personal data

In the context of the use of the Site, Game Park processes users' personal data.

This data processing is carried out in accordance with the GDPR, the 78-017 of January 6, 1978 Act relating to Computer Science, Files and Freedoms, as amended by the 2018-493 Act of June 20, 2018, and Game Park's privacy policy.

The single point of contact for all data protection requests at Game Park is:
contact@game-park.com.

The data collected by Game Park is necessary for the provision of Content and the proper functioning of the Site and applications that are offered to users under the service agreement that binds Game Park and the user. Users' data is processed for the following purposes:

- creating and managing the User Account (including managing access to Content and accessing paid features where appropriate);
- sending information messages about Content or interactions with other users (notifications).

The data collected is also useful for realizing Game Park's legitimate interests (improving and optimizing the Content as well as better knowledge of users and how the Game Park Site and applications are used). These include statistical studies, satisfaction surveys and marketing studies related to the users' use of Content.

Where the treatment is based on users' consent to process their data, users can withdraw it at any time; withdrawal of their consent does not affect the lawfulness of data processing performed prior to the withdrawal.

Game Park may process users' personal data in response to a legal request (search warrant, court order or other) or to comply with legal, regulatory, judicial or administrative obligations.

Finally, Game Park can process users' personal data to detect or prevent fraudulent activity or security breaches of the Site or applications, in application and in compliance with the law, or analyze reports of users who have breached these General Terms of Service.

15. Using the Site without an Account

Game Park does not collect any personal information from users without an Account.

However, as a user with Account, you can invite a non-Account user to play with you. Users you invite in this context are required to provide a player pseudonym, and may exchange messages with players within the game.



If personal data is transmitted via Game Park in this context, any player in the game can request from Game Park the deletion of this personal data.

These games with players without Accounts are private and the data shared will not be visible to other users of the Site.

16. Using the Site with Account

To create an account on Game Park, you must provide your email address and accept these terms of service.

To improve your Game Park experience, you can connect via Google, Facebook, Discord or Twitch. As part of this use, we automatically collect from the social network:

- your email address;
- your avatar or profile picture;
- your name or pseudonym.

The name or pseudonym is automatically used as a player pseudonym but it can be changed at any time via your user profile.

Your email address and avatar or profile picture are not visible to other users.

Using Google, Facebook, Discord or Twitch is optional.

Game Park gives you the ability to communicate with other users. We encourage you not to disclose personal data by this means, and disclaim any liability where applicable.

17. Deletion of account

The user can request the deletion of their account and all their personal data, by making a request by email to the address: contact@game-park.com, with proof of identity.

18. Using paid features

When purchasing paid features (subscription or other) on the Site, you are asked to provide your name, billing address and credit card details in addition to your email address.

This data can only be accessed by Game Park and the payment service provider: Stripe Inc. (<https://stripe.com/>).

You can request that this information be deleted or corrected at any time. However, if you request the removal of your email address, access to the service will no longer be possible, and you will lose access to the paid features without the possibility of refund.



19. User rights

In accordance with the 78-17 Act of January 6, 1978, known as the Computer and Freedoms Act and the GDPR, each user has the right of access, rectification and, if necessary, a right to portability and deletion of their personal data, as well as opposition to the processing or limitation thereof and the right to define guidelines relating to the fate of his personal data after his death. Concerned about the concerns of its users, Game Park is committed to respecting the protection of personal data and to timely processing these requests. The user can exercise their rights, with proof of identity, by sending a letter or email to contact@game-park.com or by exercising their rights directly on the Site.

For any other claim, the user may contact their national data protection agency.

In accordance with Article 39 of the Computer and Freedoms Act and Article 15 of the GDPR, the user can request from Game Park all the data about them in an accessible form.

The right to rectification gives the user the right to require Game Park to correct, supplement, update or delete personal data about them, that is inaccurate, incomplete, equivocal, out of date or the use, communication or retention of which is prohibited on the basis of Article 40 of the Computer and Freedoms Act and Article 16 of the GDPR. Users can also change or correct their data directly from the Site, via their user profile.

The right to portability gives the user the right to receive the personal data they have provided to Game Park, in a structured, machine-readable, common format and to pass it on to another data processor, on the basis of Article 20 of the GDPR.

The right of objection gives the user the right to object at no cost and at their own discretion to Game Park's use of data for prospecting purposes, particularly commercial prospecting, and to the processing of their data based on Game Park's legitimate interests, based on Article 38 of the Computer and Freedoms Act and Article 21 of the GDPR.

The right to deletion gives the user the right to request, at their discretion and at no cost, the deletion of the data provided to Game Park, subject to the rights based on article 17 of the GDPR. Users will also be able to delete their account by using the relevant feature directly on the Site or an application.

Finally, the user has the right to set their guidelines for retention, deletion and sharing of their personal data after their death in accordance with Article 40-1 of the Computer and Freedoms Act.

These rights can only be exercised subject to Game Park's capabilities.

It is emphasized that the user can carry out themselves the rectification of most of their data on the Site.



20. Sharing of personal data

Only certain employees of Game Park's customer services and authorized managers process users' personal data for the purposes described above. These authorized employees and managers have access to only the data they need to perform their duties.

Game Park may also contract with authenticated and reliable service providers and partners who may access and/or process users' personal data, to comply with the Privacy Policy and to ensure the security and confidentiality of users' personal data. These providers and partners help Game Park operate and improve the Content, including data hosting, studies, analysis and statistics, the use or proper operation of the Site or applications, and provide the necessary support to its users, marketing and advertising to serve relevant offers, messages and content to Game Park users.

Game Park will have previously verified that these third-party providers or subcontractors comply with applicable personal data regulations, including Regulation 2016-679 of April 27, 2016 relating to the protection of individuals with respect to the processing of personal data and the free movement of personal data and repealing Directive 95/46/CE.

Third-party provider access to personal data is strictly limited to the time required to complete its mission for Game Park. The third-party provider is subject to a confidentiality obligation during and after the duration of its services, as well as a prohibition to use the data for any purpose other than that defined by Game Park at the time of the mission.

A user's personal data identified as "public" that appears on their profile is visible to other users.

Game Park may share data at the request of state agencies and to comply with any judicial or legal request.

Game Park may be required to share Subscriber data in the context of corporate restructuring transactions such as without this list being exhaustive, change of control, merger, acquisition, divestiture, dissolution, equity contribution, demerger.

Game Park ensures that these transfers are carried out under conditions that ensure the confidentiality and security of the data and an adequate level of protection in compliance with the regulations in force (notably by the standard contractual clauses of the European Commission).

21. Data retention

Game Park retains user data for the duration required to use the User Account, i.e.:

- for a period of 3 years after the user's last visit;
- 10-year billing data, in accordance with Game Park's legal obligations.



It should be recalled that Game Park, in accordance with its hosting status, is bound by a legal obligation to retain certain personal data of users for one year on the basis of Section 6, II of the Digital Economy Confidence Act of June 21, 2004.

Game Park is committed to providing the best efforts and all the means in its possession to ensure the optimal security of the data stored. It is still up to the user to take appropriate measures to protect their data.

22. Competent authority in the event of an appeal

Article 77 of the GDPR recognises the right of individuals to file a claim with a national supervisory authority. Since the "Computer and Freedoms" Act of 1978, it is the CNIL that has jurisdiction in France regarding the protection of fundamental freedoms and rights on the Internet, and therefore the protection regarding the processing of personal data. After an initial unsuccessful request to Game Park, you can file a complaint with the CNIL.



IV. Applicable law and Jurisdiction

23. Nullity of a clause

The nullity of any of the clauses of these Terms of Service, for any cause, does not affect the validity of the other clauses of the General Terms of Service, whatever they may be, nor of the General Terms of Service as a whole, provided that the general economy of these is preserved. In such a case, Game Park and the User undertake to substitute, if possible, an unlawful or unenforceable clause for a lawful clause corresponding to the spirit and purpose of the unlawful or unenforceable clause.

24. Non-waiver

If Game Park or a user does not exercise a right, Game Park or the user is not deemed to have waived that right. Similarly, the fact that Game Park or the user does not exercise a right in a particular case does not prevent Game Park or the user from exercising that same right in another case.

25. Dispute settlement

These General Terms of Service are governed and interpreted in accordance with French law. The language of these General Terms of Service is the French language, which prevails in case of differences with the present translation.

In the event of a dispute over the execution of the Services, the User shall send a written complaint to Game Park customer service as soon as possible.

For this purpose, customer service can be reached at the following contact details:

- by email: contact@game-park.com;
- by mail: Game Park, 43 rue des camelias, 44470 THOUARE-SUR-LOIRE, France.

Game Park will process the claim within one (1) one month.

For any dispute, the place of jurisdiction is Nantes, without prejudice to any mandatory jurisdiction at the consumer's domicile.

In France, It is recalled that pursuant to the provisions of Article L. 141-5 of the Consumer Code, "the consumer may seize at its option, in addition to one of the courts territorially competent under the Code of Civil Procedure, the jurisdiction of the place where he resided at the time of conclusion of the contract or the occurrence of the event causing damage.