

# ToU

## Terms of use

### 1. Scope

Provider of these terms of use: Moser und Wetter GbR (private partnership), general partners: Marco Moser and Frank Wetter, Waldstr. 5, 10551 Berlin (Provider).

The provider offers an online game about the middle ages at <http://knight-honor.com> (hereafter referred in this document as KH).

### 2. User

KH is entertainment for people (Player) and shall not be used for advertising purposes or any other commercial reasons. A player is anybody who has registered and owns an account at the above mentioned address.

Before participating in KH, players have to read and accept the terms of use and their coverage. The provider offers a printable version of the terms of use. [Printable version](#).

### 3. Object of agreement

The provider agrees to offer the above mentioned online game at the above mentioned address for free. Furthermore, there is a possibility for registered players to order a monthly or yearly premium account which costs an extra fee. More information about this account can be found in the premium account terms of use which are only available for registered players.

KH is only playable if the player has access to the internet and a browser. The player alone is responsible for the purchase and maintenance of this access. He also bears all costs which arise from this purchase and maintenance.

KH is subject to permanent updates and changes of content. The player is not entitled to retain game versions or features. Object of agreement is only the current version of KH.

### 4. Registration, rights concerning the account

The registration for KH is only possible at the above mentioned web address. During the registration process, the player chooses a player name and his/her own password. Furthermore, a valid e-mail address is required. Registrations via regular mail or e-mail cannot be accepted.

After registration, the player has his own account, which may only be used by the player. A player is not allowed to register for more than one account. Multiple accounts (so called multis) will be banned by the administrators at their sole discretion. Accounts and the rights that come with an account cannot be transferred to another person (i.e. other players or third parties) without the permission of the provider. Accounts using offensive or improper player names will be banned or changed by the provider at its sole discretion as well. Also, the names of these accounts can be changed. Items which were purchased ingame may not be offered for sale outside the game. No matter if they are for free or not.

If the player published role plays during his time in the game, the provider only is entitled to retain these role play articles only for the purpose of this game if the player ceases to play KH. Thus the player cannot insist on an deletion of these role play articles.

## 5. Deletion of an account

If an account is not active for 60 days or more, and if there is no monthly or yearly premium account running, this account will be deleted. This also concerns accounts which have been blocked by the provider. A player cannot demand the deletion of an account before the expiry of the regular or premium account period. Cancellation reasons remain unaffected.

## 6a. Game and behaviour rules

The game rules of KH must be adhered to by all users. These rules can be found at the above mentioned web address. Multiple defiance of the rules can lead to a deletion or blocking of the account after prior notification. The provider may act in its sole and absolute discretion.

## 6b. Rules of behavior

Regardless of the playing rules no player is allowed to offend, insult or threaten any other player. Vulgar language or which is otherwise offensive, defamatory, obscene, hatefull or racially or ethnically objectionable is forbidden. Description of sexual actions are also forbidden.

An exception of the above mentioned rules can be made in role play boards if the descriptions are strictly within the role play and within suitable boundaries.

Contravention of these rules can lead to a warning or even to blocking of the users account. The user will be informed by e-mail if his account gets blocked or deleted. Texts which violate these rules will immediately be deleted.

## 6c. Forbidden methods of play

A player is not allowed to use another players data or log in on his account with or without the permission of that player.

Logging in more than one player using the same PC is not permitted. If more than one player uses the same PC, they will all have to legitimate. Legitimation runs through buying of a premium account. For checking the usage of the same PCs the provider records data about the PC within the player's account. This data is encrypted and so of no use for other purposes. If the same PC is used, the user will be informed within the game. If no legitimation is done within ten days, the account will be blocked.

## 7. Accessibility

The provider does not guarantee full accessibility of the websites mentioned in point 1. The provider also reserves the right to temporarily close these websites for maintenance or safety reasons.

## 8. Changes to the Terms of Use Agreement or the Game

The provider reserves the right to change the terms of use at any time. If this occurs, the player will have to confirm the new terms of use before being able to play. If the changes are not accepted, this will be understood as a notice of termination by the user.

## 9. Data / Privacy

The provider stores the following user-specific data of the player:

- e-mail address: Is needed to activate the account and to contact the player directly. (Can be deleted or changed after activation.)
- IP address: Will be saved in the log-files on the server.
- cookies: Are necessary for the usability of the game (Can be deleted by the user after every session.)
- PC identification: A variety of pc-specific data will be collected and encrypted. In this non-readable but unique form this code will be stored by the provider to the database and used for protection against multi-accounts.

The provider will not forward the data of users to third parties. With the automatic deletion of an account, all stored data of a player will be deleted as well. The data in the provider's databank (updated daily) cannot be deleted at this point. It will be kept for approximately 60 days and then be deleted.

The player has to keep the login data for himself and not forward it to other persons. If the provider is damaged in any way by the forwarding of such data, the user is fully liable for the damage.

## 10. Disclaimer

The player cannot claim anything regarding KH.

In case of compensation claims, the provider is only liable if he acted on purpose or grossly negligent.

## 11. Venue and active law

Contracts made by the Moser und Wetter GbR made on base of these terms of use are to be understood under law of the Federal Republic of Germany only.

## 12. Copyright

The provider has all copyright on the above mentioned website, its texts, pieces of art, pictures, etc. This is not the case, if these pictures or texts have been uploaded by the user or if they are copyright protected by a third person. In case of violation of copyright claims of third persons, the user can be made fully liable for this. The provider reserves the right of deletion of these items. Any use of content which is copyright protected without the permission of the provider is not allowed. Download or commercial use is therefore forbidden.

## 13. Severability Clause

The ineffectiveness of one of these points does not affect the effectiveness of other points.

I have read the article to data privacy (number 9 GTC).