



Minibluff.com & Game.Minibluff.com

Legal Notice - Terms of service - Terms of sale

LEGAL NOTICE

The websites editor is :

The company DATAXY
SARL with a capital of 25,000 €
Headquartered at 21 rue de la République in Saint-Gaudens (31800)
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Hosting of sites is :

OVH adress at 2 rue Kellermann ROUBAIX (59100)

CNIL regsitration

These websites have been declared to the Commission Nationale Informatique et Libertés (CNIL).
File No.1969582.

Personal information about you is subject to automated processing. No data transfer is performed outside the European Union.

According to the law 78-17 of 6 January 1978 on Information Technology, Files and Freedoms, every person has a right to access and correct any personal data concerning them.

This right may be exercised from the Company by contacting us at the address above.

Moreover, when information is requested, they are required for your application process which otherwise can not be made.

Intellectual property

The entire Dataxy websites www.minibluff.com and game.minibluff.com is protected by French and international laws on intellectual property.

All rights of reproduction and distribution are reserved.

All reproductions and representations are subject to the express prior agreement of DATAXY. The non-compliance with this obligation constitutes an infringement involving the civil and criminal liability of its author.

Similarly, it is strictly forbidden to use or reproduce the name of Minibluff, logo, playing, graphics elements in any capacity whatsoever, and on any medium whatsoever, without the prior written DATAXY.

Navigation data records and cookies (cookies)

With your permission, the DATAXY company may place cookies on your computer.

To allow or facilitate electronic communication, we use cookies (cookies). The nature of the data stored in the cookie matches your connexion identifiers.

So you will not need during your next visit, to enter them again. DATAXY may consult them during your next visit. The shelf life of this information in your computer is one year.

However, you can use our sites without your browser is set to accept cookies (cookies).

We record as part of the customer relationship management, information regarding your IP address, your Internet access point ; in your browser ; to your computer configuration and the user-agent (user agent).





TERMS OF SERVICE

Preamble

The access to the sites minibluff.com sites and game.minibluff.com implies full acceptance of these terms of use (TOS) in their entirety. You must be able.

These TOS may be updated from time to time. It will be applied to you the version of the TOS in effect when you use our gaming services on the above sites.

The latest in effect is from July 6, 2016.

You acknowledge having verified the adequacy of the services offered to your needs and have received from us all the information and advice that you were required to subscribe to these terms of service.

Using Minibluff game for free is also subject to these terms of service.

Free games

You are allowed to play free 20 games per month.

To define the benefits of 20 free games monthly, DATAXY has developed algorithm that takes into account your IP address; Your Internet access point; Your Navigator; Your computer configuration etc. and not only your email address.

This algorithm can exceptionally prevent people from playing certain days, especially from public access points, but also, more rarely, in other cases.

Paying games

These games are available to any participant who credited his account by buying a Pack of Credits (from 10 to 100 games), the number of games that can be played is limited to available credit.

Unlimited Games

These games are available to any participant who paid for a time period subscription (from 30 to 360 days), the number of games that can be played is unlimited throughout the period of this subscription.

Using services

Using our gaming services is conditioned by the first choice of an email identification.

A password will be imposed by the host, you have to take care not to forget it or to change it.

An account is automatically assigned to you, you can complete it and/or modify it (my account section) later whenever you like.

The email addresses are in no way sold, exchanged, used outside DATAXY host, nor published on our sites.

The removal of the identifier (either to your express request or after a year of non-connection) will delete the account and the account identifier associated.

In this case, the remaining credits or subscriptions to your account before deleting the account will be permanently lost.

Liability Company

The information provided on Dataxy websites minibluff.com and game.minibluff.com are for reference only. They do not engage the responsibility of DATAXY. They can be changed or updated without notice.

We are fully committed to bring all care and diligence in providing quality service in accordance with industry practice and the state of the art. However, DATAXY is only placed under an obligation of means.

We do not assume any liability if access to the service is prevented, restricted or disturbed because:

- A force majeure,
- Deterioration of our servers and websites,
- Misuse of websites by yourself, failure or non-compliance with the advice given,
- Of the fault, negligence or omission of a third party over which we have no power of control and supervision,
- A request for temporary or permanent interruption of websites from a competent administrative or judicial authority.

Repairs that would be due in case of failure of the websites that result from a fault established against us, corresponding to the direct, personal and certain related to the failure in question, to the express exclusion of any indirect damage.

In any event, the amount of damages that could be charged by us, if we are liable, will be limited to the amount of the sums actually paid by the participant to DATAXY for the credits or subscriptions.

Also, we reserve the possibility to suspend access to websites to any participant not complying with these terms and conditions.

Evidence

All the actions you perform on the sites of these terms of use are subject to a recording on our computer servers.

These records are authentic and is proof of all transactions.

Language

In case of difference of interpretation between the various translations of the text of this legal information, the French version shall prevail.





TERMS OF SALES

These general conditions of sale are concluded between:

The company DATAXY

Whose office is at 21 rue de la République 31800 Saint-Gaudens RCS No. 449355957

In the person of its legal representative, duly authorized

Hereinafter referred to as "DATAXY"

Firstly,

and

Anyone wishing to participate in the games offered on the MiniBluff www.minibluff.com sites and game.minibluff.com edited by DATAXY

Hereinafter referred to as "Participant"

On the other hand,

Hereinafter collectively the "Parties"

it is first recalled that:

These general conditions of sale apply to all transactions between DATAXY and the Participant on minibluff.com and game.minibluff.com sites (hereinafter referred to as the "Sites").

They take precedence over any other general or special conditions of the Participant who, since they would be contrary to these would be, deemed to be invalid, unless prior written DATAXY.

it was agreed that:

ARTICLE 1 PURPOSE

These general conditions of sale are intended to define the contractual relationship between the Participant and DATAXY regards paying participation in games Minibluff

ARTICLE 2 DEFINITIONS

Time Subscription : refers to a Permission to Access allowing the Participant to participate in an unlimited number of games for a time period and requiring a Right of access from the Participant.

Credit : means a unitary Permission to access purchased by the Participant.

Permission to Access : refers to the credits or Time Subscriptions purchased by the Participant in order to participate in a game, beyond the free monthly limit.

ARTICLE 3 PARTICIPATION IN GAMES

The participant can participate in free a maximum number of games a month that will be shown on the site.

Beyond these, participation in games offered on the Website requires the prior acquisition of Permission to access by the Participant.

The Participant may choose to buy credits, usable a credit for a Game.

Credits are offered on a sliding scale depending on the number of credits purchased.

Purchased credits are not associated with any limitation in terms of duration, but a dormant account for more than 12 months leads to the resetting of the credit balance.

The Participant may also choose to purchase a Time Subscription, giving him Permission to Access for a time period during which he can participate to an unlimited number of matches during this period.

The Time Subscriptions are available on a sliding scale depending on the selected period.

Permission to Access purchases, whether used or not, in any way will not be recoverable by DATAXY.

ARTICLE 4 CONTROL PROCESS

The ordering process must be respected to validate the order.

The participant can fill his basket with a Pack of Credits or a Time Subscription.

The total amount due is recalled before the order confirmation.

An invoice in pdf format is available in the interface of the participant.

At any time the participant can see the "My Account" site to check credit free games remaining, the remaining credit of paid games and / or the number and days remaining subscription.

ARTICLE 5 PRICES AND PAYMENT

Rates of Permission to Access are listed on the site and are payable at the option of the Participant, as follows:

- Payment by Credit Card (SystemPay 3D-Secure)
- Payment by Paypal
- Payment by check in Euros payable in France (the minimum amount is €30)
- Payment by SEPA transfer in euros (the minimum amount is €30)

The Participant owns available Permission to Access as soon as DATAXY is credited for the corresponding amounts.

ARTICLE 6 RESPONSIBILITIES

DATAXY is only linked for all stages of access to the Website and the ordering process, with an obligation of means.

Its responsibility can not be engaged for any inconvenience or damage arising from the use of the Internet, including interruption of service, external intrusion or presence of computer viruses or any other incident of force majeure in accordance with the case law force.

In all cases where liability DATAXY would be retained following the non-execution or poor performance of these terms of sale, total compensation may be allocated to the Participant can not,

by express agreement, exceed the amount equal to the amount of Permission to Access purchased by the Participant in respect of the the credit or the time period covered by the damage.

In addition, responsibility for DATAXY will not be engaged for any consequential damages incurred by the Participant.

ARTICLE 7 PROOF

The records stored in DATAXY computer systems or its partners in reasonable conditions of safety, will be considered proof of communications, orders and payments between the games.

ARTICLE 8 PERSONAL DATA

The nominative information concerning the Participant is subject to automated processing by DATAXY to the Client relationship management.

The Participant has, in accordance with the Data Protection Act of 6 June 1978, the right to access, modify, rectify, delete nominative data concerning him.

This right may be exercised by contacting DATAXY to the address in the beginning of this.

ARTICLE 9 APPLICABLE LAW AND JURISDICTION

These terms of sales are offered in French and English and are subject to French law.

The parties expressly agree that in all cases where a dispute arises between them due to the execution or interpretation of these, they will seek to find an amicable solution prior to the commitment of any legal action, the first party setting out its objections to the other party by registered letter with acknowledgment of receipt and the latter forcing him to answer by proposing an amicable solution within a period not exceeding two weeks. Failing agreement, each party will regain its freedom of action.