



LA MOSCA

Terms and Conditions for the Use of City Games

1. Definitions

La mosca: La mosca BVBA, CBB (Crossroads Bank for Businesses) 0883.604.870, with registered offices in Belgium, 9000 Ghent (Gent), F. Lousbergskaai 117, (www.lamoscagames.com – info@lamoscagames.com), represented by Mr VAN DEN BRANDEN Kristof, general manager;

The website: the La mosca website, www.lamoscagames.com;

The app: any mobile application that is developed by La mosca for the purposes of its city games and is available on the App Store or Play Store for the Client to download and install on his/her smartphone or tablet;

Client: anyone who:

- either purchases a game on the La mosca website or in a La mosca app to play a city game developed by La mosca

2. Client's Rights and Obligations

By purchasing a game, the Client acquires the right to play the city game of his choice for a duration of 2 hours within 12 hours after the activation of the first game set with that purchase. Once this period of 12 hours has expired, the Client will no longer be able to use the purchased game, even if he/she did not use up the two game hours. The Client is also not entitled to a refund if he/she does not use up the two game hours.

The price per game is the price published on the website of La mosca or in the app at the time the Client purchases his/her game. All prices published on the website and in the apps are inclusive of VAT.

The Client accepts that La mosca can change prices on its website and in its apps unilaterally in accordance with its commercial policies and/or technical, economic or legal requirements. The price of already purchased games will, of course, never be subject to unilateral changes.

Professional event planners (of trips, activities, games, etc.) are not authorized to purchase games for the organization of their events. Games are for private use only. Professional organizers are obliged to conclude an agreement for the distribution of city games with La mosca.

The Client is responsible for the devices used to play the game. They can either be tablets or smartphones with a mobile data connection (3G or 4G). Minimum technical requirements for these devices will be published on the La mosca website. La mosca cannot be held liable for any problems encountered during a game played on a device that does not meet these minimum requirements.

Each device needs a SIM card with mobile data (3G or 4G) to establish a connection with the La mosca server for the entire duration of the game. One game uses up to 30MB of mobile data per device to download the map of the game and send game data during the game.

The mobile operator of the Client is responsible for supplying a qualitative and constant data connection during the game. While developing its games, La mosca takes short periods of connection loss (max. 1 minute) into account as much as possible. La mosca can, however, not be held liable for any issues occurring during the game as the result of repetitive and prolonged (several minutes) loss of data communication.

The La mosca city games require devices with a fully loaded battery at the start of the game. La mosca cannot be held liable in case devices shut down due to low battery power.

The application – i.e. the game – tracks the location of players through communication with the GPS chip of their device. La mosca cannot be held liable for inaccurate locations generated by the GPS chip.

Only in case of technical problems that are associated with the software or/and the server supplied by La mosca that make it impossible to play the game, will the Client be entitled to a refund of the payment he/she made for that game.

The refund request shall be sent via email to La mosca within two working days. In this email, the Client shall give a thorough description of the problem he has encountered with the following elements: 1) the exact moment in which the error occurred (number of minutes after the start of the game or an action in the game), 2) a description of what appeared on the screen when the error occurred and right after 3) the brand, model and version of the operating system of the device the error occurred on.

3. Organization of a Game

La mosca is not responsible for the concrete contents, the organization and the goals of games, which is the full responsibility of the Client himself.

Are considered contents, organization and goals, non-exhaustively:

- selecting the city area where the game will be played;
- placing virtual objects on the map for the Client to pick up during the game;
- if necessary: asking local authorities permission to host a game in a certain city or/and warn the police forces responsible for the area in which the game will be played
- providing safety equipment and determining safety instructions;
- providing extra equipment to add dimensions to the game experience like, for example, a map of the city or tickets for public transport;
- Leasing devices;
- Hosting the game

If the Client plays a game on his/her own devices, the contents, organization and goals of the game are his sole responsibility.

4. Restrictions of Liability

La mosca cannot, in any case, be held liable for the contents, organization and goals of games it supplies software for and can therefore not be held liable for any damage caused while playing a game.

The Client remains solely liable for any damage caused to a third party during or in the context of a

game and cannot hold La mosca liable for such damage. The same applies to traffic offenses or any other offense the Client could commit during the game.

The Client remains solely liable for all personal damage.

The Client waives any possible recourse in law against La mosca on the basis of any damage he/she suffers, or any damage caused to third parties.

In the event that a third party sue La mosca, the Client undertakes to indemnify La mosca.

Games shall only be played by adults or minors of min. 16 years old provided they are accompanied by at least one adult per team. La mosca cannot be held liable for any violation of this rule.

5. Privacy

The Client acknowledges that his/her and the other players' positions will be tracked and communicated to the all players for the entire duration of the game and for the sole purpose of the game.

The Client acknowledges for himself/herself and all the other players of the group he represents that the history of their game – i.e. their positions and actions during the game – may be followed online by a third party for marketing purposes.

La mosca will not, in any circumstance, communicate the Client's and the other players' identity to a third party.

6. Property Rights

All intellectual property rights to the software provided, the game concept, the domain names, the game names, etc., remain the exclusive property of La mosca.

It is strictly forbidden for the Client to transform or change the property of La mosca.

7. Competent Court and Applicable Law

All disputes that arise between La Mosca and the Client as a result of the use of the website and the games are governed by the Laws of the Kingdom of Belgium and shall be lodged before the Courts of the Kingdom of Belgium (the Courts of the Ghent (Gent) Arrondissement) or before the Courts of the Client's residence.