



COLOSSUS  
GAMES

That's not a game...  
This is a game!

# GENERAL TERMS AND CONDITIONS

## MEGA-EMPIRES.COM

LAST UPDATE - 1 SEPTEMBER 2024

### GENERAL TERMS AND CONDITIONS

Mega-Empires a website by Colossus Games. Colossus Games is a general partnership, established in (2593 XW) The Hague, at Hendrik Zwaardcroonstraat 144 and registered in the Trade Register of the Dutch Chamber of Commerce under file number NL92418465, hereby validly represented by Mr. F. de Haan and Mr. G.J. de Haan.

#### Contents

1. **Applicability of General Terms and Conditions**
2. **Offer, Orders, and Affiliate Products**
3. **Information on and Use of the Website**
4. **Deliveries and Return Policy**
5. **Intellectual Property Rights**
6. **Liability and Indemnification**
7. **Confidentiality**
8. **Complaints**
9. **Applicable Law and Competent Court**

#### **Article 1. Applicability of General Terms and Conditions**

**1.1** These general terms and conditions apply to the use of the website of Colossus Games (mega-empires.com) and to all offers, orders and agreements made through the Colossus Games website.

**1.2** All clauses in these terms and conditions are made not only for the benefit of Colossus Games, but also for the benefit of all persons working for Colossus Games and all persons or third parties engaged by Colossus Games.

**1.3** No rights can be derived from agreements between the parties that deviate from these terms and conditions.

**1.4** The applicability of any general (purchase or delivery) terms and conditions of the Customer is expressly rejected by Colossus Games.

**1.5** The most recent version of the general terms and conditions of Colossus Games applies. Colossus Games may unilaterally amend and supplement these general terms and conditions at any time, without prior notice and stating reasons. Amendments will take effect from the time of publication on the website.

**1.6** If one or more provisions of these general terms and conditions are at any time wholly or partially void, declared void or annulled, the remaining provisions of these general terms and conditions will remain fully applicable. Parties will consult to agree on a new provision to replace the void or voided provision. The purpose and meaning of the original provision will be taken into account as much as possible.

#### **Article 2. Offer, orders and affiliate products**

**2.1** The offer on the website is without obligation. Colossus Games can not be held responsible or liable in case an offer contains an obvious mistake, printing- or typing error.

**2.2** All images, sizes, weights etc. of the products shown by Colossus Games on the website are indicative and are only intended to give a general idea of the products on offer. Deviations in images, sizes, weights and/or other specifications mentioned in the offer can not give cause to any liability on the part of Colossus Games.

**2.3** Colossus Games cooperates with ARES GAMES for the sale of the products (games from 2024 onwards) (affiliates, hereafter "third party"). The actual purchase and delivery of the products take place at the respective third party. Colossus Games is therefore not responsible for the delivery, quality, final suitability or any other aspects of the products purchased through the third parties. All products purchased through a third party are subject to the terms and conditions and payment terms of that third party. This is also but not exclusively the case, if the order is actually made through the third party's website and/or the order confirmation comes from the (website of the) third party. This also applies to older editions of games (before 2024). Colossus Games is also excluded from any liability for older editions of games.

#### **Article 3. Information on and use of the website**

**3.1** Colossus Games composes the information, images and offers on its website with the utmost care and strives to always offer accurate and current

information on the website. However, Colossus Games does not guarantee the completeness, accuracy or timeliness of the information. Colossus Games is dependent on the third party or selling party for the accuracy and completeness of the information.

**3.2** Colossus Games does not accept any liability for damages related to the use of the website or the information on the website, including damages caused by viruses. Likewise, Colossus Games is not liable for (damage resulting from) the inaccessibility or availability of the website or the unavailability of the products offered.

#### **Article 4. Deliveries return policy**

**4.1** Delivery of products purchased through a third party will be provided by that third party. Colossus Games has no control over the delivery and any delays of products and accepts no liability in this regard. Colossus Games is not responsible for processing returns or refunds on the products in question. Any complaints regarding delivery should be made directly to the third party. The delivery and return conditions of the relevant third party shall apply.

**4.2** In the unlikely event that the purchase is returned to Colossus Games contrary to the previous paragraph, the risk lies with the shipping party including but not limited to the loss of the product and/or the expiration of any warranty with the third party.

#### **Article 5. Intellectual property rights**

**5.1** The content of the website, including but not limited to: the texts, images, design, publications, trademarks and domain names, are the property of Colossus Games or its licensors and are protected by intellectual property rights, including copyright. It is expressly prohibited to reproduce, process, exploit or otherwise make public (any part of) the website, information on the website or other material displayed on the website without prior permission from Colossus Games. All content is © 2024 Colossus Games.

**5.2** The Colossus Games website contains hyperlinks to third party websites (ARES GAMES). Colossus Games has no influence on third-party websites and is not responsible for their availability and/or content. Colossus Games therefore accepts no liability for damages arising from the use of third party websites.

**5.3** The Customer may never modify, reproduce, disclose or exploit the intellectual property rights used by Colossus Games under license.

**5.4** If the provisions of this article are violated, the Customer is obliged to compensate in full all damages suffered by Colossus Games and third parties.

#### **Article 6. Liability and indemnification**

**6.1** If the Customer proves that he has suffered damage due to an attributable shortcoming of Colossus Games, the liability of Colossus Games for direct damage only, is limited to a maximum of the amount to which there is an entitlement in the case in question under the liability insurance taken out by Colossus Games.

**6.2** Liability of Colossus Games for indirect damages, including consequential damages, lost profits, lost savings, mutilated or lost data or materials or immaterial damages is excluded.

**6.3** Colossus Games shall never be liable for any damages arising from the use of the products, website or services of third parties. Colossus Games is never liable for errors and/or shortcomings by third parties. In the event of damage, in the broadest sense of the word, the Customer must turn directly to this third party.

**6.4** Colossus Games will never be liable for damages of any kind that arise from the provision of incorrect and/or incomplete data provided by or on behalf of the Customer.

**6.5** Colossus Games will never be liable for damage, of whatever nature, that arises from the Customer's failure to comply with the obligations mentioned in these general terms and conditions.

**6.6** A claim for damages by the Customer must be submitted to Colossus Games no later than 7 days after the Customer discovers or could reasonably have discovered the damage. Failure to file a claim for damages on time will result in the loss of the right to compensation. Notwithstanding the statutory limitation period, a limitation period of one year applies.

**6.7** Colossus Games will never be liable for any form of damage suffered



COLOSSUS  
GAMES

That's not a game...  
This is a game!

# GENERAL TERMS AND CONDITIONS MEGA-EMPIRES.COM

LAST UPDATE - 1 SEPTEMBER 2024

by third parties. The Customer shall indemnify and hold Colossus Games harmless in respect of all third party claims.

## Article 7. Confidentiality

7.1 When parties become aware of information from the other party of which they know or could reasonably know that it is of a confidential nature, they will not disclose this information in any way to third parties. An exception applies if laws and regulations require disclosure or if this is necessary for the proper execution of the Agreement.

7.2 The party receiving confidential data will only use it for the purpose for which it was provided. Data shall in any case be considered confidential if it is designated as such by one of the parties.

7.3 The data provided by the Customer to Colossus Games will be retained carefully by Colossus Games at all times, in accordance with applicable laws and regulations, including the General Data Protection Regulation. For more information, see Colossus Games' Privacy Policy on the website.

## Article 8. Complaints

8.1 Complaints about the (operation of the) website, the order or these terms and conditions, must be submitted to Colossus Games in writing within 7 days of discovery of the defect. Complaints can be submitted by email contact@colossus-games.com. Complaints about products should be submitted to the relevant selling party and will not be handled by Colossus Games.

8.2 If the complaint is not filed in a timely manner, all rights of the Customer in connection with the complaint will expire, subject to mandatory provisions of law.

8.3 Colossus Games must at all times be given the opportunity to investigate the complaint.

## Article 9. Applicable law and competent court

9.1 All legal relationships between Colossus Games and the Customer, as well as any disputes arising from them, are governed exclusively by Dutch law.

9.2 The applicability of the Vienna Sales Convention or other applicable International laws and regulations is expressly excluded.

9.3 The Dutch court in the district where Colossus Games is located has exclusive jurisdiction over any disputes between the parties, subject to mandatory provisions of law.