

These General Conditions are binding. Players are deemed to be familiar with the General Conditions and to have accepted them unconditionally by using the Stratego website, playing the Stratego game or opening a player account. Stratego reserves the right to amend the General Conditions at any time without the prior consent of the Player.

1. General

1.1 Introduction. Stratego is a copyrighted game concept and trade name owned by Koninklijke Jumbo B.V., Westzijde 184, 1506 EK, Zaandam, the Netherlands. Jumbo publishes and operates Stratego Online in association with Keesing Games B.V., Hogehilweg 13 1101 CA Amsterdam Zuidoost, the Netherlands. Keesing Games B.V. ('Stratego') offers you a possibility to play Stratego Online on its website(s). Stratego Online is also referred to hereinafter as the 'Game'.

1.2 Scope. These General Conditions (the 'Conditions') apply to all Stratego services concerning the Game, including but not confined to use of the Stratego website, playing of the Game and use of a Stratego Player Account (the 'Account') and to (i) other agreements established between you and Stratego and (ii) playing of the Game via one of the partner websites of Stratego.

1.3 Login data. You must not divulge your login data to anybody else and you must keep the data strictly secret. Stratego may require you to change the login data for safety or other reasons. You are not allowed to transfer or assign your account or relationship with Stratego without the prior written permission of Stratego. Stratego may rely on all communications from your account originating from you, including the entry of banking details.

1.4 Blocking. Stratego has the right to deny or block your access to the Game or Account, temporarily or otherwise, or to block your IP address. Stratego is not obliged to state reasons for rendering your Account inaccessible. Stratego will state reasons if it definitively blocks your account.

1.5 Amendment of conditions. These Conditions may be amended from time to time. Stratego will always publish the most recent version of the Conditions on its website and after doing so your continued use of the Games will constitute your acceptance of the new Conditions. Stratego will inform you via its games environment of major amendments to the Conditions that substantially affect usage. If you decline to accept the new Conditions, you must inform Stratego in writing on or before the date that the new Conditions take effect, and from that date you must cease and desist from using the website.

1.6 Cancellation of Game. Stratego has the right to suspend or cancel the Game at any time at its sole discretion if a computer virus, bug, hacker attack or other cause disrupts the administration, functionalities or security of the Game.

1.7 Accuracy of information. Stratego manages its website with the utmost care but cannot guarantee that all services and all information that it provides to you on its website will be correct, complete and current. Moreover, the information visible to you on the website may be outdated for technical reasons (caching or otherwise). The records kept by Stratego will be decisive in all instances.

1.8 Errors. If you observe inaccuracies you must inform Stratego immediately by sending Stratego an e-mail accompanied by screenshots to enable Stratego to identify the observed problems as quickly as possible.

2. Battle Coin module

2.1 Battle Coin requirements to be met by players. When registering his/her account every Player will receive a predetermined number of Battle Coins to play on Stratego. Battle Coins may also be earned at certain times in the Game. You can also purchase extra Battle Coins so as to play more or take extra services. For that purpose you must register in accordance with the instructions stated on the Stratego website. Among other things you must provide

Stratego with your correct and complete personal details, enter your e-mail address and choose a Stratego username. Stratego has the right to require additional information at any time for verification and authentication purposes.

2.2 Top up. In the 'Battle Coin' module you play with Battle Coins, the currency used within the game to execute micro-transactions. To purchase Battle Coins you must make a payment by means of the Stratego website. You must follow the purchase instructions published on the Stratego website. The payment methods and related conditions are subject to change from time to time. The following rules always apply when topping up by telephone or by PayPal:

- a) topping up by telephone: your calling line identification must always be switched on; without calling line identification is it not possible to correct any incorrect top-ups;
- b) topping up by PayPal: you can top up by means of PayPal only on the following conditions:
- c) transfers must be linked to a confirmed PayPal address;
- d) only one PayPal account per Account is allowed;
- e) you must use the same e-mail address for the Account and for the PayPal account;
- f) the PayPal account must be associated with a country or state that allows participation in games of skill.

Other methods of payment, such as E-CHECKS, will not be accepted.

2.3 Top-up errors. Top-up is possible using the methods stated on the Stratego website and some of those methods may require the intermediary of third parties (payment providers). If you choose to use a payment provider, you should note that Stratego will not credit your account until it has actually received your payment from the payment provider. Therefore, there might be a delay between the time that you top up your credit and the time that new playing units are actually credited to your account, although this will usually occur almost immediately. You should contact your payment provider if persistent problems occur.

2.4 Unpaid credits. If you have purchased and received playing units but Stratego has not received payment (for any reason) by means of the method that you selected, you will be under obligation immediately to pay Stratego the owed amount. Provided that the credit on your account is sufficient, Stratego may also elect to reduce the credit on your account. In connection with the foregoing Stratego may charge a fee for collection and administration costs.

2.10 Refund policy. Purchased credits cannot be paid out. If a Game cannot be completed due to a fault attributable to Stratego, we will credit your Account for the number of credits that you purchased in order to take part in the interrupted game.

2.11 Expiry of credits. If you have not played a Game for more than 24 months, any credit still on your account will be forfeited. In such cases Stratego may also close your Account. Before closing your Account we will give you two months' notice by e-mail and, if applicable, will send a reminder to the e-mail address linked to your user account. You will then have an opportunity to use up the credit.

3. Subscription Module

3.1 Subscriptions. Besides playing with Battle Coins, you can take a subscription to Stratego. In the Subscription Module you can play the Game without limitation and will have access to extra features of the Game. You will be able in the Subscription Module to use Battle Coins to pay for any extra purchases such as extra Items and Backgrounds.

3.2 Payment of subscription fee. It will be your responsibility to pay each month the monthly Subscription Fee payable for use of the Subscription Module. It is also possible to prepay the Subscription Fee for a few months in advance. Stratego will never collect money due for the Subscription Module. You will lose access to the extra functionalities available in the Subscription Module if you fail to pay the subscription fee on time. If you as yet pay the subscription fee, you will again have access to those functionalities. You can see in your Account in Stratego when your subscription will expire. Additionally, Stratego will send timely notification of expiry of the Subscription Module.

3.3 Other Subscription Module conditions. The Subscription Module is further subject to the same conditions as those applicable to the Battle Coin module when you play by means of Battle Coins. For more details refer to the Conditions of the Battle Coin module.

4. Rules of the game

4.1 General rules. For each Stratego variant Stratego has defined rules that you must obey. Stratego will determine whether you satisfy the conditions.

4.2 No unfair practices. You are not allowed to use unfair methods when playing the Game. Any practice that gives a player a possibility to use anything other than strategy or insight while playing of the Game will be considered unfair. These practices include but are not confined to the possession of several accounts, the use of program codes or commands or modified hardware or software for assistance while playing, the taking on of the identity of another player, or the deliberate losing of the Game with a view to gaining a competitive advantage.

4.3 Automated playing. The use of machines, computers, software, scripts or any other mechanical, macro, automated or programmed methods is prohibited.

4.4 Violations. Violation of the rules or any other acts in breach of the General Conditions may result in exclusion from further participation in the Game and in non-payment of obtained Battle Coins.

5. Unauthorized use and measures

5.1 Measures. Stratego may take appropriate measures if it is of the opinion that you have committed impermissible acts. These measures may consist of blocking Battle Coins or IP addresses, forfeiture of obtained Battle Coins and exclusion from future participation. Impermissible acts include but are not confined to:

- a) dialing in by means of telephone lines of third parties or stolen/found mobile devices;
- b) defrauding of payment providers;
- c) making insulting, discriminating or threatening statements in the chat function or elsewhere on the Stratego website;
- d) behaving in any way that disrupts or interferes with the Game or causes it to function incorrectly in any other way;
- e) using access to Stratego or the Game, or information thus gathered, to transmit unsolicited e-mail (spam), and or:
- f) acting in any other respect in breach of the provisions of the General Conditions or the rules of Stratego.

6. Privacy

6.1 Privacy. Stratego respects the privacy of all players and will ensure that the data that you provide to us is treated confidentially. Stratego uses your data to make it as easy as possible for you to play and, where applicable, to issue Battle Coins. In all other respects Stratego will use your data only with your consent, or if we are requested to disclose it by a competent authority or are obliged to do so by a court of law. Stratego will not sell your details to third parties; also refer to the [Stratego Privacy Policy](#).

6.2 Privacy policy. Stratego has implemented a [Privacy Policy](#) viewable here. You are deemed to accept this policy when you register for a Stratego account either via Stratego or one of the Stratego partner websites.

7. Intellectual property rights. The Stratego website, web documents, illustrations, images, logos, audio fragments and programs, including software, are the property of Stratego and are protected by copyright and trademark law. Reproduction, publication or distribution of any part of these protected works is prohibited.

8. Obligations of Stratego and liability

8.1 Faults. Stratego endeavors to keep the offered Game free of faults but does not guarantee that the Game will always be free of faults.

8.2 Offering. Stratego is not obliged to continue offering the offered game in the future.

8.3 Credits. If at any time Stratego decides to stop offering Games, we will refund to your account the credits that you have purchased.

8.4 Liability. Stratego is not liable for any kind of problems and/or damage that may arise as a result of use of and/or playing on this website, including but not confined to delays, spamming or viruses caused by the use of e-mail, downloaded material or other matters that originate from a Stratego website. Nor can Stratego be held liable for any omission or inaccuracy in the information provided on the website or damage resulting from the Game.

8.5 Failures. Stratego will be liable to you if it has imputably failed to fulfill its obligations and continues to do so after you have required fulfillment by written notice. Any liability on the part of Stratego will be limited to at most the amount you have deposited on your Account immediately preceding the relevant event.

8.6 Indemnification. You are required to indemnify Stratego and hold it harmless for any liabilities, claims and costs that arise from non-fulfillment of the General Conditions by you or a computer that you use to gain access to the Game.

9 Miscellaneous

9.1 Nullity. If any part of these General Conditions is held to be invalid or unenforceable through a court judgment or decision, the rest of the General Conditions will remain valid and enforceable and the provision ruled invalid or unenforceable will be deemed to have been superseded by a provision that is valid and enforceable and, as far as possible, reflects the intention of the invalid or unenforceable provision.

9.2 Assignment. Stratego has the right to assign its rights and obligations under agreements with players to third parties. Stratego will inform you if it exercises this right.

9.3 Applicable law. Dutch law will govern all agreements between Stratego and you.