

Rules for our website

What are the rules of the game when you use our website? What should you do and what not?

1. General information

Welcome to Poki! We are a company based in the Netherlands. You can find more information about us under About us.

We have made a couple of 'rules'. These rules are for everyone that uses our website. If you use our website, these rules apply to you. If you do not agree to the rules, don't use our website.

Each section below contains the most important rules and simplified information. If you would like to know more, please click on 'more information'. These 'more information' sections include more difficult language. But they also apply to you. Do you think you don't understand the rules completely? Please ask your parents or the people taking care of you to help you understand. And of course, you can also ask us!

If you want more information about our rules, contact us at hello@poki.com. We are happy to explain everything to you! Of course, you can also contact us to say something nice 😊 We want our website to be a fun place for everyone. If you respect these rules, you'll help us with that!

For more information click here:

Welcome to Poki! In this section we explain our rules, more formally called Terms of Use. So if we say rules and if we say Terms of Use, we mean the same thing. In these more complicated more-information-parts, we stick to the formal reference and call them Terms of Use.

These Terms of Use apply to all users visiting poki.com ('Website') from Portugal.* Poki.com is owned and operated by Poki B.V. (also referred to as 'Poki', 'we', 'our' or 'us'). Poki is an entity established under the laws of the Netherlands. Besides these Terms of Use, the other information included in our Privacy Statement is also applicable to our users.

Our Website may include access to virtual environments, games and other content for use on personal computers, tablets, mobile devices or phones. All users of the Website ('Website Visitors') are subject to the following terms and conditions of use (these 'Terms of Use').

Please read these Terms of Use carefully before accessing or using any part of this Website. By accessing or using this Website, you agree that you have read, understand and agree to be bound by these Terms of Use, as updated from time to time by Poki. If you do not agree to these Terms of Use, do not access or use any part of this Website.

Poki may change and update these Terms of Use at any time. If we do so, we will notify you by posting the revised Terms of Use on the Website. Your continued use of the Website means that you accept and agree to the changed Terms of Use. If you disagree with the Terms of Use or are dissatisfied with this Website, your sole and exclusive remedy is to stop using this Website.

** Please note that we determine from which region you visit our website based on your IP-address. Thus, if you use a VPN-connection, you may not be shown the Terms of Use applicable to you.*

2. Age

By accessing the Poki Website, you attest that you are 13 years of age or older. If you are younger than 13 years, go to our [Poki Kids website](#) (the "Poki Kids Website") to which these [Terms of Use Poki Kids](#) version applies.

3. Poki Accounts

Players that wish to save and access their progress across devices or browsers are recommended to create an account on Poki ("Poki Accounts"). Players can create an account and sign in via Google, Roblox and Passkey. Poki also uses Poki Accounts to determine which advertisements may be shown to the players. Poki Accounts are also used to save settings, progress and other game related data. This ensures players can access their progress across devices and browsers. For more information on the personal data processed in light of Poki Accounts, please visit our [Privacy Statement](#).

Poki is not responsible and/or liable for any loss of access to Poki Accounts, loss of progress data or similar issues. All conditions and terms of use as set out in these Terms of Use are also applicable to the use of Poki Accounts.

4. Use of the website and Poki Accounts

Don't do anything bad or mean to others, when you use our website or an account. What does that mean? It means you shouldn't do things that are against the law in any country. You also shouldn't act against our Rules. Here are some examples of what you shouldn't do:

- Don't put up mean or rude things on our website like words or pictures that can make someone else feel bad.
- Don't share someone's private information without asking them first.
- Don't pretend to be someone you're not.
- Don't use our website to copy and share pictures or games that belong to other people. It's not fair and it's
- Don't use our website to do bad things like hacking, sending spam, or spreading viruses.
- Don't try to find out personal information about other people who use the website.
- Don't be mean or bully other people who use the website.
- And remember, if there's anything else that goes against the Rules, don't do it!

Sometimes, people write things on our website that we don't necessarily agree with. So, remember that what you read might be someone else's opinion, not ours. And when you share something on our website, you are the one responsible for it. Also, always remember that whatever you post on our website is your responsibility. If you don't follow our Rules, we might have to stop you from using our website.

For more information click here:

You agree to use the Website and Poki Accounts only for lawful purposes:

(a) Specifically you agree not to do any of the following: (1) upload to or transmit on the Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (2)

use the Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (3) intercept or attempt to intercept electronic mail not intended for you; (4) misrepresent an affiliation with any person or organization; (5) upload to or transmit on the Website any advertisements or solicitations of business; (6) restrict or inhibit use of the Website by others; (7) upload or otherwise transmit files that contain a virus or corrupted data; (8) collect information about others (including e-mail addresses) without their consent; (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Website); (10) post "spam," transmit chain letters or engage in other similar activities; (11) solicit, provide or exchange any personal information, including but not limited to user names or passwords; (12) "stalk," "phish," abuse or harass another user, or attempt to do any of the foregoing; or (13) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Poki, may harm Poki or Website Visitors or expose them to liability. Without limiting any of the foregoing, you also agree to abide by any code of conduct and policies applicable to the Website or any service available on the Website.

(b) Any content and/or opinions uploaded, expressed or submitted to a message board, blog, chatroom or any other publicly available section of the Website (including password-protected areas), and all articles and responses to questions, other than the content provided by Poki, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of Poki. You understand and acknowledge that you are responsible for whatever content you submit, and you, not Poki, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of the Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the Website. You grant to Poki the royalty-free, irrevocable, perpetual, transferable and world-wide right and license to use all content you upload or otherwise transmit to the Website in any reasonable manner Poki chooses, including, but not limited, to copying, displaying, performing or publishing it in any format or media whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.

(c) Except as expressly authorized by Poki in writing, you may not reproduce, sublicense, distribute, sell or exploit for any commercial purposes (i) any part of this Website or its content, (ii) access to this Website or (iii) use of this Website or of any services or materials available through this Website, including, without limitation, by leasing access to the Website (e.g., at a cybercafé), gathering and selling virtual items, codes, pre-paid game cards, or virtual currency through the Website, or otherwise.

(d) Poki reserves the right, but does not assume any responsibility, to (1) remove any material posted on the Website which Poki, in its sole discretion, deems inconsistent with the foregoing commitments (including any material that Poki has reason to believe constitutes, or for which Poki has received notice of its constituting, a copyright infringement; or if the material is in breach with the applicable data protection laws and regulations); (2) monitor and/or record communications between and among Website Visitors for as far as allowed under the applicable law; and (3) terminate any user's access to all or part of the Website including your Poki Account. However, Poki can neither review all material or communication before it is posted on the Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, Poki assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. Poki reserves the right to take any action it deems necessary to protect the personal safety of Website Visitors and the public; however, Poki has no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph.

(e) Your failure to comply with the provisions of (a), (b) or (c) above may result in the termination of your access to the Website including your Poki Account and may expose you to civil and/or criminal liability.

5. Privacy: protection of personal data

If you want to know more about how we use your data, take a look at our [Privacy Statement](#).

6. Data charges

Our website is free to use, but you may have to pay for the internet. When you use the internet, your parents or the people taking care of you may have to pay the internet bill. This is because the internet provider charges them for the time you spend online.

So, if you want to use our website, make sure to ask your parents or the people taking care of you first. You should check with them if they are okay with you visiting our website. They may need to know how long and how often you want to visit our website.

We are not responsible for paying the internet bill. If your parents or the people taking care of you get a bill that is higher than normal, it is not because of us. It is because you spent more time on the internet. 😊

For more information click here:

To the extent that your use of the Website requires, or permits utilization of, wireless, cellular data, or internet access, you are independently responsible for securing the necessary data access service. For example, with respect to your mobile devices, the provider of your data plan may charge you data access fees in connection with your use of the Website. You are solely responsible for all such charges payable to third parties.

7. Copyright restriction and use of content

The things on our website are basically 'our stuff', or from other parties that we work with. You are not allowed to use any content from our website, without asking us first. For example, you cannot copy the logo of a game and use it for your own website. If the data is copied by your device automatically for technical reasons so that you can use our website in the normal way, this is not a violation of our Rules.

For more information click here:

The entire contents of this Website (including all information, text, displays, images and audio and any software made available through or in connection with the Website) and the design, selection and arrangement thereof, are proprietary to Poki or its affiliates or licensors and are protected by UK and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. You are authorized only to use the content on the Website for personal use related to your role as a current or prospective user of the Website. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material on this Website without the prior written consent of Poki, except to: (a) store copies of such materials temporarily in RAM, (b) store files that are automatically cached by your web browser for display enhancement purposes, and (c) print a reasonable number of pages of the Website; provided in each case that you do not alter or remove any copyright or other proprietary notices included in such materials. Neither the title nor any intellectual property rights to any information or material on this Website are transferred to you but remain with Poki or the applicable owner of such content.

8. Software and downloads

Sometimes it is possible to download something from our website. This does not mean that this is now 'your' stuff. You cannot do with it whatever you want: we are still the 'owners'; it's still our stuff.

For more information click [here](#):

If Poki offers downloads of, or access to, software on this Website and you download or otherwise access such software, the software (including any data or images incorporated in or generated by the software) is licensed to you. You do not receive title to this software and you may not distribute or use the software other than for the purpose of using the applicable feature or service of the Website as offered by Poki. You may not modify, adapt, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of such software. Except as expressly provided, you may not create any derivative works of the software or any services available on the Website. This license is revocable at any time without notice and with or without cause. You agree to destroy or return to Poki all copies of the software upon revocation of your license to the software and/or termination of your access to the Website. The software is subject to all restrictions on use, disclaimers of warranties and other provisions in these Terms of Use. In the event that the software is also subject to a separate end-user license agreement, the terms of such end-user license agreement shall control any conflict between those terms and these Terms of Use.

9. Access and interference

We want our website to work smoothly and properly. It's therefore important not to do anything that might make our website stop working right. We know it can be frustrating when your computer is slow or if you lose a game. Still, please don't use any (automatic) means that interfere with our website. This for example includes so-called robots, spiders or other software that may hamper the functioning of our website. Also please do not try to (automatically) refresh the webpage super quickly many times in a row. Just be patient and give it a little time.

For more information click [here](#):

You agree that you will not (a) use any robot, spider or other automatic device, process or means to access the Website, (b) use any manual process to monitor or copy any of the material on this Website or for any other unauthorized purpose without the prior written consent of Poki, (c) use any device, software or routine that interferes with the proper working of the Website, (d) attempt to interfere with the proper working of the Website, (e) take any action that imposes an unreasonable or disproportionately large load on Poki's infrastructure, or (f) access, reload or "refresh" transactional pages, or make any other request to transactional servers, more than once during any three (3) second interval.

10. Trademarks

The name 'Poki', the special Poki image, and everything else about Poki on our website belongs to us. It's like having a special mark that only we can use. That means you can't use the 'Poki' name or image without asking us first.

For more information click [here](#):

Poki's name and logos, and all related names, logos, product and service names, designs and slogans used on the Website or any software provided or accessed in connection therewith are trademarks of Poki, its affiliates, licensors and/or contractors unless otherwise clearly specified in writing. You may not use such marks without the prior written permission of Poki. All other names, brands and marks may be the trademarks of their respective owners; these should also not be used without the explicit consent of the respective owners.

11. Liability of Poki and its licensors

We want to make sure you know that we're not liable for anything on our website. We are only responsible if we purposely put something illegal on our website that hurts or harms you. Otherwise, if something on our website causes you harm, we won't pay for it. This means that when you use our website, you need to be careful. You also need to know that there might be risks. So: using our website is at your own risk.

For more information click here:

Poki does not assume any liability for the materials, information and opinions provided on, or available through, the Website and/or your Poki Account (the 'Website Content'). Reliance on the Website Content is solely at your own risk. Poki disclaims any liability for injury or damages resulting from the use of the Website and any Website Content.

The website is provided "as is" and "as available," without any warranty or guaranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Poki, its affiliates and service providers are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to the website. Poki shall not be liable under these Terms of Use or otherwise in connection with the website for an amount more than EUR 500 (five hundred euros).

12. Interaction with other users

It may be that someone complains about what you did and blames us because you broke the Rules. In that case, you (or your parents or the people taking care of you) will protect us and hold us harmless. That means you would have to pay for any harm or damage that happened because of your actions. It's a good idea to avoid breaking these Rules to prevent any problems like that.

For more information click here:

As a condition of access to the Website, you indemnify Poki (and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, third party information providers, licensors, licensees, distributors and contractors) from claims, demand and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute you may have with any other user of the Website. Poki will have the right but not the obligation to resolve disputes between Website Visitors relating to use of the Website, and to the extent that it elects to resolve such disputes, Poki will do so in good faith. You indemnify Poki (and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, third party information providers, licensors, licensees, distributors and contractors) from claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with Poki's resolution of such disputes.

13. Indemnification

If you do something that goes against our Rules, this may have consequences. You, your parents, or the people taking care of you may have to take responsibility and make things right. Breaking the Rules could mean that you have to pay for any damages or costs that happen because of it.

For more information click here:

You agree to indemnify and hold harmless Poki and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, third party information providers, licensors,

licensees, distributors, contractors and others involved in the Website or the delivery of products, services or information over the Website, from and against any and all liabilities, expenses, damages and costs, including attorney's fees, arising from any violation by you of these Terms of Use or your use of the Website or any products, services or information obtained from the Website.

14. Comments and submissions

We love hearing from you! You can always reach out to us. For instance, if you want to share your thoughts or ask us something. If you share any ideas, we may use these freely. Let's say you give us a great idea to make our website even better, and we decide to use it. That idea then becomes ours to work with and make it even more awesome.

For more information click here:

Poki welcomes your comments. All comments, suggestions or other information sent by you to Poki or its advertisers or business partners in response to solicitations on this Website will become Poki's property and you agree that all intellectual property rights therein are herewith transferred in advance to Poki. For avoidance of doubt, Poki shall own any developments by Poki or on its behalf arising out of your comments, suggestions or other submissions. To the extent Poki does not own such materials, you grant and agree to grant Poki a non-exclusive, royalty-free, worldwide license to utilize, create derivative works of, distribute and sublicense such materials for any purpose in connection with Poki's Website, products and services. You have no expectation of any review, compensation or consideration of any type for all submissions hereunder.

15. Links to other websites

Sometimes, you may see links to other websites on our website. If you choose to click on these links, that's up to you. We can't be held responsible for what you see or do on those other websites.

For more information click here:

The Website contains links to other websites on the Internet. Poki is not responsible for and does not endorse the content, products, services or practices of any third-party websites, including, without limitation, websites framed within the Website or third-party advertisements, and does not make any representations regarding their quality, content, accuracy, or suitability for your viewing or use. Your use of third-party websites at your own risk and subject to the terms and conditions of use for such websites. In the event that you choose to purchase a product or service from a third-party, Poki is not responsible for such products or services, as it is not party to such transaction and is not liable for any direct or indirect costs or damages arising out of any dispute between you and such third-party. Neither Poki, its licensors or contractors, makes any express or implied representations or warranties regarding the goods or services offered by such merchant, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or compatibility.

16. Copyright infringement and other intellectual property infringement

If you break our Rules, we may block you from our website. This means that you can no longer access our website. We may do this especially if you break these Rules multiple times. Or if you break the rules on how we are the owners of all the content on our website.

For more information click here:

Poki may, in appropriate circumstances and in Poki's sole discretion, terminate your access to this Website if it deems you to be a repeat infringer of intellectual property rights connected to the Website. Poki may also, in its sole discretion, limit your access to the Website and/or terminate your

account if you infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Please contact our designated agent at privacy@poki.com if you become aware of any content that may infringe the copyright, other intellectual property right or privacy rights of a third party or that you believe to be in violation of these Terms of Use.

17. Choice of law

The Rules we have here follow the laws of a country called 'the Netherlands'. It's a cool place you can look up and learn more about! If you break these Rules, we'll use the laws of the Netherlands to decide what should happen next as a result of what you did.

For more information click [here](#):

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the Netherlands, without regard to its conflicts of law principles. If your compliance with or our rights under these Terms of Use is/are in any way affected by consumer protection laws in your country of residence, you should not use our Poki Website.

Any dispute arising out of or in connection with these Terms of Use or your use of the Poki Website, shall be submitted to the competent court of Amsterdam, the Netherlands. If you are a resident in a member state of the EU or a country in which this clause is prohibited by local law, this clause does not apply to you and does not deprive you of the protection of the mandatory provisions of the consumer protection laws in your country.

18. Miscellaneous

We're almost done! We want to tell you one more time, it's really important not to break the rules! Breaking the rules can lead to bad things happening to you, your parents or the people taking care of you. Even if we don't do anything right away when you do something wrong, it doesn't mean we think it's okay.

For more information click [here](#):

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and Poki with respect to the Website, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

You agree and acknowledge that your violation of any restrictions in these Terms of Use on the use of the Website, Website Content, or software or services available on or through the Website, or your use or disclosure of confidential information in a manner inconsistent with the provisions of these Terms of Use, may cause Poki irreparable damage for which remedies at law may be inadequate. Poki's licensors and contractors are express third-party beneficiaries of any terms in these Terms of Use that are applicable to their products or services, including disclaimers of warranty and limitations of liability, and shall have the right to enforce directly against you all of your applicable representations, warranties, covenants, indemnifications and obligations under these Terms of Use.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.