

## **General Terms of Business of Playomic UG (limited liability)**

Playomic UG (limited liability) (hereinafter known as “Playomic”) provides a range of online games and related services on the internet. These services include, for example, the creation of a profile page, participation in forums, the ability to post media content such as images and texts and/or other services. Participants in the games and users of the services provided by Playomic and those who order goods from Playomic are hereinafter known as “users”. Where these general terms of business refer to “games” or “services”, this shall mean the games and services provided by Playomic.

### **A. General section**

#### **1. Acknowledgement of and amendments to the general terms of business**

1.1. Playomic shall provide its games and the requisite software for them for use on a personal computer, and shall provide its services and any goods for ordering on the basis of the general terms of business set out in the following. The websites, online games, services and any online shop operated by Playomic shall also be referred to as “services” from Playomic.

1.2. The general terms of business may be downloaded to a personal computer or printed.

1.3. Playomic shall provide services to users exclusively on the basis of these general terms of business. The user’s general terms of business shall expressly not be part of the contract unless Playomic expressly consents to them in writing.

1.4. Playomic shall reserve the right to amend or supplement these general terms of business at any time in the future if this appears to be necessary (for example to take account of changes to the services or to the legal regulations that apply to them, for example new laws or new legal precedents) and such amendments or supplements do not place users at a disadvantage contrary to good faith.

1.5. Amendments to the general terms of business shall be notified by suitable means in writing. Generally such notifications shall be made by publication on the websites on which Playomic provides its services or by email. The user shall be made aware of any amendments to the general terms of business in any event the next time he logs into the system after the amendment has been made in the form of a highlighted notice.

1.6. The user may reject the amendments to the general terms of business within four (4) weeks of their notification and his having an opportunity to review them. If the user does not reject the amended terms within this period of four weeks after notification and his having an opportunity to review them in writing to Playomic or if he continues to use the services, the amended or supplemented terms shall become applicable to him. If the user does reject them within the deadline, both parties shall be entitled to give notice of one month to terminate the contract unless an immediate right of termination exists pursuant to No. B I 2. The original general terms of business shall continue to apply until the contract is terminated. In this case the appropriate proportion of any payments made in advance before the notice period shall be reimbursed to the user. The user shall not be entitled to any other claims.

1.7 Playomic shall inform the user separately in its notification about the amendments to the general terms of business of the possibility to reject them and terminate the contract, the notice period and the legal consequences, in particular those relating to a failure to lodge such a rejection.

#### **2. Subject of the general terms of business and payments**

2.1. The general terms of business set out below relate to the use of the websites and the online games and to the purchase of goods. The services can be used on a personal computer on the internet using a DSL or other equivalent connection. These general terms of business do not regulate any matters relating to gaining access to the internet, software provided by third parties

(such as browsers, access software and operating systems) since these services are not provided by Playomic.

2.2. Payments for using the services, particularly the online games, and the prices of the goods available for purchase in the online shop shall depend on the current price lists published by Playomic. Playomic shall be entitled to adjust its prices. The user shall be notified of adjustments to the prices of subscriptions by email (further details of the prices of subscriptions are provided in No. B I 3). The adjustments to the prices of subscriptions shall be deemed to have been approved if the user has not rejected them in full or in part in writing or by email within two weeks of receiving written notification of the adjustments to the prices of subscriptions. Playomic shall be obliged to inform the user in the email of the effect of allowing this deadline to pass without rejecting the amendments.

### **3. Users, minors**

3.1. Playomic offers its goods, games and services exclusively to consumers in the sense of § 13 of the German Civil Code. The use of the games and services provided by Playomic or the purchase of goods from Playomic for the purposes of earning income or other commercial purposes shall not be permitted.

3.2. People who are either over the age of 18 on the date of registration or whose legal guardian has granted their consent to such use shall be entitled to use the services. The rules of conduct for the various games may state that people under a certain age shall not be entitled to use them even if their legal guardian has granted their consent. By registering for use (see No. A 4), the user gives his express assurance (i) that he is of the age of consent and legally capable and (ii) if he is a minor he has the consent of his legal guardian. Playomic shall be entitled to demand written verification of the user's age or a declaration of consent from a legal guardian at any time.

### **4. Contract conclusion**

4.1. The contract between Playomic and the user for the use of the games and services (hereinafter also known as "game and service usage contract") shall be concluded as soon as Playomic has accepted the application by the user (which is made by using the input mask provided for this purpose).

4.2. Acceptance shall be declared by sending a registration confirmation to the email address entered by the user or by means of the first fulfilment action by Playomic.

4.3 Receipt of the user's application will be confirmed without delay by Playomic electronically to the email address entered by the user. Confirmation of receipt shall not constitute binding acceptance of the user's application. Confirmation of receipt may, however, be linked to the declaration of acceptance.

4.4 If an order is made on the internet, the user shall order the goods he requires by sending the information required in the order form. The user acknowledges these general terms of business and undertakes to comply with them by actively clicking on the "Accept" button.

4.5 By clicking on the Order button, the user makes a binding offer to conclude a contract ("order"). Playomic shall confirm receipt of the order without delay by email (hereinafter known as "confirmation of receipt"). This confirmation of receipt includes all the order data and prices. Confirmation of receipt still does not constitute an effective acceptance of the order to conclude a purchase contract. The contract with Playomic shall be concluded if Playomic accepts the order from the user. This shall take the form of an order confirmation from Playomic sent by email to the user ("order confirmation") which may be linked to the confirmation of receipt or by the first fulfilment action by Playomic. The order shall be accepted on the proviso that the ordered goods are available and that they can be supplied to the user. Orders from consumers will only be accepted for quantities which would be reasonable for a household.

4.6. The prices at the time of the order as set out on the internet sites and price lists of Playomic

and in the appropriate shopping carts shall apply. Other prices which may be shown on sites which are loaded from buffer memories may not be up to date and are invalid. Playomic's prices shall be quoted inclusive of value-added tax from the place of consignment unless expressly agreed or quoted to the contrary in writing. The costs of postage, packing and shipment shall be quoted separately before the order process has been completed. In the event of spelling, printing or calculation errors on Playomic's website or on quotations, Playomic shall be entitled to withdraw from the contract.

4.7. In the event that the user does not accept the ordered goods or that a third party contracted by Playomic is unable to deliver the ordered goods on several occasions for reasons for which he is not responsible and the user is then in default with accepting the goods, Playomic shall be entitled to make a charge of EUR 19.90 (including VAT) to cover the expenses it has incurred. The user shall be permitted to prove that Playomic suffered no or lower expenses. Other claims by Playomic, in particular claims for compensation, shall not be affected.

## **5. Right to cancel**

The user may cancel his declaration to conclude the game and service usage contract, to order premium features or to order goods from the Playomic online shop in writing (for example letter, fax or email) within a period of two weeks without having to give any grounds. This period shall commence on receipt of this information in written form, but not before the conclusion of the contract and also not before Playomic has satisfied its information duties pursuant to § 312c Para. 2 of the German Civil Code, § 1 Para. 1, 2, 4 of the German Civil Code Information Regulation and § 312e Para. 1 Pg. 1 of the German Civil Code and § 3 of the German Civil Code Information Regulation. The prompt dispatch of the letter of cancellation shall suffice to comply with the cancellation deadline.

The letter of cancellation is to be addressed to:

Playomic UG (limited liability)  
Flughafenstr. 52  
22335 Hamburg, Germany  
Phone: +49 (0) 40-53285619  
Fax: +49 (0) 40-5321398  
Email: info@playomic.com

If the letter of cancellation is sent by email, the subject line must contain the name of the game and the premium features if applicable, and/or the service and the name of the user. Consequences of cancellation In the event of the contract being cancelled in a valid manner, any services / payments received by either party must be returned and any usage that has already taken place must be paid. This means that any payments already made may not be repaid in full if the user has used the services before cancelling the contract. If the user cannot return the service he has used in full or in part or can only do so in deteriorated condition, he must compensate Playomic accordingly. This shall not apply to the supply of goods if the deterioration of the goods was exclusively caused by checking them using methods which would be possible for the user in a shop. In addition the user may avoid having to make compensation by not using the goods as his own property and not taking any action which could reduce the goods' value. Goods which can be sent by parcel post are to be returned. The user must pay the costs of returning the goods if the goods supplied were the goods that he ordered and if the price of the returned goods does not exceed an amount of 40 euros. Otherwise the return will be free of charge for the user. Goods which cannot be sent by parcel post will be collected from the user. The user must satisfy his duties to return payments within 30 days after sending his written cancellation.

Exclusion of the right to cancel. The right to cancel shall expire prematurely for services provided by Playomic if the contract has been completely fulfilled by both parties at the express request of the user before the user has exercised his right to cancel. This may be assumed if the user has used the game or the premium features or the services and has paid for them in full. The right to cancel

shall not apply to remote sales contracts for the supply of goods which have been manufactured to the customer's specification or have clearly been tailored to suit personal needs or are not suitable for return due to their properties or which may spoil quickly or whose use by date would be exceeded by their return. The right to cancel shall also not apply to remote sales contracts for the supply of audio or video recordings or of software if the seals on the supplied data media have been broken by the user. End of the right to cancel information.

## **6. Restriction of liability**

6.1 Playomic shall only be liable for compensation and the reimbursement of expenses incurred in vain pursuant to §§ 437 No. 3 or 634 No. 4 of the German Civil Code together with §§ 636, 280, 281, 283 and 311 a or pursuant to § 284 of the German Civil Code (hereinafter known as "compensation") for breaches of contract or non-contract duties (i) for cases of malice or gross negligence, (ii) for cases of negligent or malicious death, injury or health damage, (iii) if a guarantee of properties was provided, (iv) for cases of the negligent or malicious breach of major contract duties, (v) on the basis of binding liability under the Product Liability Law and within the scope of § 44 a of the Telecommunications Law or (vi) on the basis of other binding liability.

6.2 Major contract duties, which are also known as so-called cardinal duties in legal precedents, are those duties which are required for the proper fulfilment of the contract and on whose fulfilment the user should be able to rely. Compensation for breaches of major contract duties shall be limited to the foreseeable loss typical for this type of contract unless liability is based on malice or gross negligence or on death, physical injury or health damage or the provision of a guarantee of properties or on the Product Liability Law.

6.3 The foreseeable loss shall be limited to the amount of € 100.00 per account or, in the case of orders from the online shop, to the value of the goods.

6.4 The exclusions and restrictions of liability set out above shall also apply in respect to the liability of staff, employees, workers, representatives and agents of Playomic, in particular in favour of shareholders, employees, representatives, organs and their members relating to their personal liability.

6.5 The above provisions shall not result in any change to the burden of proof to the detriment of the user.

6.6. Playomic shall only be liable for advice if the question relates to the content of the quotation.

6.7. Playomic expressly distances itself from the contents of all sites to which there are direct or indirect links from the Playomic site. Playomic shall not accept any liability for these contents and sites. The owners of these sites shall bear full responsibility for the contents of these sites.

## **7. Setting off, retention**

7.1. The user shall only be entitled to set off claims against him if his counter claims have been finalised by a court of law or have been acknowledged by Playomic.

7.2. The user shall only be entitled to exercise a right of retention if his counter claim is based on the same contract.

## **8. Copyright**

The copyright and any rights derived from it to the supplied software and to image, text, audiovisual and other contents shall remain the property of the relevant creator.

## **9. Data protection**

Playomic expressly undertakes to protect the private confidentiality of the user. The user can obtain more information about data protection from the page headed "Data protection".

## **10. Miscellaneous**

10.1. Amendments and supplements to the usage contract and/or the general terms of business and side-agreements must be made in writing. This shall also apply to any change to this requirement for written form.

10.2. The comments from users on the Playomic websites are external contents for Playomic in the sense of § 8 Para. 1 of the Telemedia Law which exclusively reflect the personal view of the user concerned. Playomic is not responsible in any way for these contents.

10.3. The place of jurisdiction shall be Hamburg if the user moves his home or normal residence out of the Federal Republic of Germany after the contract has been concluded. This shall apply even if the home or normal residence of the consumer is not known at the time when the lawsuit is lodged. If the users are businessmen, Hamburg shall be agreed as the place of jurisdiction. German law shall be exclusively applicable to the contractual relationships between the parties. The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

10.4 If any provisions of these general terms of business and/or of the game and/or service usage contract should be or become invalid, this shall not affect the validity of the other provisions.

## **B. Individual services**

### **I. Use of Playomic games and services**

#### **1. Accessibility, scope of service, definitions and other duties of Playomic, game rules and ban on multi-accounts**

1.1. Playomic shall guarantee an accessibility level for the games and services of 90% (ninety percent) on average over a period of one year. This shall not include times in which the online game servers or the various games are inaccessible on the internet as a result of technical or other problems over which Playomic has no control (forces majeure, responsibility of third parties, etc.) and times during which routine maintenance work is being carried out. Playomic's liability for the inaccessibility of the games and services due to malice or gross negligence shall not be affected. Playomic may restrict access to the services if the security of the network operation, the maintenance of the network integrity, in particular the prevention of serious problems on the network, the software or the saved data so require.

1.2. Playomic shall provide the games to the users for use. The scope of use shall include both the game software and the access to the site as well as access to the online game servers. Further details of the free basic or test versions, the duty to pay costs outside the basic and test versions and the duty to pay for the premium features are set out in No. B I 3.

1.3. The precise game rules are provided on the relevant website. The user shall be given access to the game by logging in using his user name and password.

1.4. The games are designed to provide fun for as many players as possible for a lengthy period of time. Like all online games, the games and services shall therefore be updated, adjusted, extended and amended at irregular intervals. The user shall therefore only gain entitlement to use the relevant game and the services contained in the current version. The user, on the other hand, shall not be entitled to demand a specific status to be provided.

1.5. Playomic shall provide certain information for the services on the relevant game sites and may, for example, enable users to place information on to the network or to create individual personal profiles which can be viewed by game users and service users and third parties.

1.6. The online game software enables the user to play the games within the restrictions of existing technical and organisational possibilities. The websites for the various games contain the current technical and content game requirements, in particular the current rules of conduct. The user is aware that he is playing in the game worlds with a large number of other users or communicating with various service users on the game sites. To ensure that all players can play the game successfully, therefore, certain rules of conduct must be observed. By taking part the user

acknowledges the binding nature of the rules of conduct and the participation requirements of the services.

1.7. Playomic may possibly make a service available in some games which simulates game currencies within the relevant game world. These simulated game currencies are not real money. In particular, changes to the games as described in No. B I 1 may result in the possible uses of these game currencies changing. Playomic hereby distances itself from any exchange of these game currencies into real money.

1.8. Playomic may possibly make a service available to the user in a game world whereby it is possible to purchase virtual goods using the currency simulated in the relevant game world or in the form of premium features using real money. These virtual goods which can be purchased in the game worlds are not “goods” or “property” in the sense of the law. If the user “purchases” virtual goods from Playomic, this shall not make the user their owner. Playomic shall only grant the user a restricted licence to the goods, further details of which will be provided by Playomic, even if the terminology used may suggest otherwise. Notwithstanding all other agreements and rights from Playomic, a licence of this nature will definitely end when the contract between the user and Playomic is terminated, particularly if notice of termination is served on it. The purchased items and remaining game currency shall then become void unless some other agreement has been expressly made.

1.9. Unless specified to the contrary by the wording or context used, the term “sell” in relation to the transfer of virtual goods and the simulated currency shall mean the “transfer of a licence right for the use of the game currency, the virtual goods, items or other contents to another user for which a quid pro quo must be provided and which is based on these general terms of business”. Accordingly the term “purchase” then means “the granting of a licence to use the currency, the virtual goods, items or other contents by payment of a quid pro quo by another user whereby the licence shall be based on these general terms of business”. The meanings of the terms “purchaser”, “seller”, “sale” and “purchase” and similar terms shall be in accordance with the above.

1.10 The account may not be transferred to third parties by the user. Characters that the player creates inside a game may also not be transferred to third parties. The licence to use game currency and virtual goods may only be transferred within the games on the basis of the rules of that game. In particular, any such transfer in return for financial benefits shall not be permitted. This relates to the sale or auction of game currency or virtual goods, for example.

1.11. The user is aware that part of the contents on the game sites and in the online games is created by the users. The user is aware that Playomic and other users have rights to their respective contents under copyright law and other statutory regulations and that these rights are not transferred from Playomic to the user on the basis of registration or use. The user shall be responsible and liable if he breaches the rights that exist to these contents.

1.12 The user may only participate in the games operated by Playomic using a single account (“Ban on multi-accounts”). Further information is set out in the rules of conduct.

## **2. Term and termination**

### **2.1. Indefinite term**

The contracts between the user and Playomic shall be concluded for an indefinite period of time unless specified to the contrary in the specific quotation from Playomic. If a limited term has not been agreed for the game and/or service usage contract, both parties shall be entitled to exercise an ordinary right of termination with immediate effect at any time.

### **2.2. Specific term**

The term of the game and/or service usage contract shall depend on the selection of the user using the input mask provided by the Playomic Account System. If a specific term has been agreed for the game and/or service usage contract or for the contract for the use / provision of premium features

(see also No. B I 3), the following provisions shall apply. The game and/or service usage contract or the contract for the use / provision of premium features shall be extended automatically by the same term. This shall not apply if the user gives notice of two (2) weeks to terminate the game and/or service usage contract or the contract for the use / provision of premium features at the end of its term.

2.3. The right of both parties to extraordinary termination for an important reason shall not be affected. An important reason shall in particular be a breach of major provisions of the usage contract by the other party, the opening of insolvency proceedings against the assets of the other party or an application to open insolvency proceedings and the refusal of such an application due to a lack of assets

Playomic shall also be entitled to terminate the contract for an important reason in particular but not exclusively if - the user is in default with the payment of the amount owed for two consecutive billing periods or is in default with the payment of an amount which corresponds to the average payment for two billing periods over a period which is longer than two billing periods and does not pay despite receiving a reminder to do so. - the user culpably breaches the law, the rules of conduct and/or the rules of use for services or No. B I 9 of these general terms of business and despite receiving a warning does not stop this breach; in the event of serious breaches there is no need to give a warning if Playomic cannot reasonably be expected to maintain the contract. - the user has not used his account for a period of three months and fails to use it despite receiving a warning. Playomic cannot generally reasonably be expected to maintain the contract in the following cases (among others): - if the user breaches criminal laws - if the user transfers accounts, game currency or virtual goods in return for financial benefits (No. B I 1) - if the user breaches the ban on multi-accounts (see No. B I 1) - if the user breaches the ban on unauthorised scripts (see No. B I 10) - if the user enters false details during the registration process (registration form in the application for use, see No. A 4) or when paying for premium features (see No. B 1 3). In the event of a justified termination issued by Playomic for an important reason, Playomic shall be entitled to demand a sum of money corresponding to 75% of the total of all payments which the user would have had to pay if he had given correct notice to terminate the contract during the term of the contract (for services not yet provided by Playomic and in particular for premium features which have already been ordered). The right of the user to prove that Playomic suffered no loss or a considerably lower loss shall not be affected. If the user has already received the services to be provided by Playomic, he shall not be entitled to reimbursement. In particular, no reimbursement shall be made for virtual goods which the user ordered from Playomic and has already received.

2.4. Playomic reserves the right to disable the provision of the online game temporarily at its own discretion, in particular after a breach of the current rules of conduct. In this case any fees which have already been paid for disabled game time shall be reimbursed on a proportionate basis or set off against future fees. Playomic shall be entitled, however, to charge a processing fee for the disabling and notification process. Details of the amount of this processing fee are available on the website of the game or service concerned. The user shall be entitled in all cases to prove that no loss occurred or that the loss was lower.

2.5 If the user is in default with the payment of fees, Playomic shall be entitled to disable the service concerned.

### **3. Tariff levels, terms of payment, default**

#### **3.1. Online games**

3.1.1. Test or basic version Playomic shall generally provide the games to the users from the time they create an account. In this case the user shall initially only be provided with a test or basic version. The creation of the account and the use of the test or basic version shall be free of charge. The test or basic version (notwithstanding the right of Playomic to stop the provision of games) may be subject to time limits and/or not fully playable. The user possibly does not have access in the

test or basic version to all the features available. Playomic will also make available games which are free of charge without limits, possibly along side games which do not incur charges until after a certain time. The details are set out in the description of the game concerned.

### 3.1.2. Premium features

3.1.2.1. The user shall be able to obtain features which are not available in the test or basic version in return for payment of a fee (hereinafter known as premium features). Different premium features may be offered for the various games. Details are provided on the website for the game concerned of which premium features are available at what tariffs, which functions they have and what their specific requirements are. Depending on the premium feature required and its tariff, this may involve a one-off payment, the charging of a credit that exists in the relevant game under its rules for certain functions, or payments which must be made for a certain period of time (for example days, week, month, quarter, six months or year).

3.1.2.2. The games are subject to ongoing development. Playomic therefore reserves the right to offer new premium features at any time. In the course of the adjustment and development of the games, Playomic also reserves the right to withdraw specific premium features and/or to offer them during the free test or basic version. If the user has already paid for a period in the future for premium features and cannot use them because they are no longer available for use and/or are also available in the free basic version, Playomic shall instead offer the user other premium features and/or return the amount paid by the user to him (or a proportion of it depending on the time the paid premium features were used), as chosen by the user. In this case the user shall be entitled to terminate the usage contract with immediate effect. The user shall not be entitled to any other claims.

3.1.2.3. If the user is a minor, he offers the express assurance when ordering premium features that he has been given the funds required to pay for them for this purpose or for free disposal.

3.1.2.4. If access via downloadable software for mobile phones is possible for certain games, the rules relating to premium features shall apply to the costs incurred for this.

3.2. Subscription / Automatic extension If payments for premium features must be made for a certain period of time, the user shall take out a subscription which will extend automatically unless the user gives the notice set out in No. B I 2 to terminate it at the end of the relevant period of time. The terms of the subscription are set out in the rules that apply to the game concerned.

### 3.3. Terms of payment, due date

3.3.1. The current amount of the game payment shall be published on the website of the online game concerned. It shall vary on the basis of the term of the subscription.

3.3.2. The payments shall be charged in advance for the term of the usage contract and shall be payable on the day after the end of the free game time provided at the start of the usage contract.

3.3.3. The payments are inclusive of statutory value-added tax.

3.3.4. The following shall apply if Playomic issues an invoice to the user: Complaints relating to the invoice total must be submitted to Playomic in writing or by email without delay but at the latest within six weeks of the date of receipt of the invoice. Failure to lodge objections promptly within this period shall be regarded as approval of the invoice. Playomic shall make special reference to the consequences of failing to lodge objections promptly.

3.3.5. Playomic shall accept payment using the methods of payment specified on the website of the game concerned. Playomic shall be entitled to change the methods of payment it accepts at any time or to accept certain methods of payment for amounts above a certain level or for certain services. Details of the current level of any processing fee shall be set out on the website. The following shall apply if the user selects direct debit as the method of payment: The debit amount shall be collected using the direct debit method. The direct debit mandate may be revoked at any

time in writing. The user must ensure that he has sufficient funds in the account to be debited to cover the amount. The costs incurred by the inability to collect the debit shall be paid by the user.

3.3.6 The user shall be obliged to provide truthful details. The details provided by the user may be checked at any time by Playomic or by the service provider commissioned by Playomic and named on the website of the game concerned to ensure that they are correct.

#### 3.4. Default

In the event of default, Playomic shall be entitled to charge interest at a rate of five percentage points above the relevant base rate. Playomic shall also be entitled to stop the provision of services or immediately block the user's accounts in the event of default. No payment for services through a subscription shall be required for the period during which the accounts are blocked. However, Playomic shall be entitled to charge a processing fee for blocking the accounts, providing notification of the block and for removing the block or establishing a new account in the event that full payment is received. Details of the amount of this processing fee are available on the website of the game or service concerned. The user shall be entitled in all cases to prove that no loss occurred or that the loss was lower.

#### 3.5. Return debits, cancellation fee

3.5.1 If Playomic incurs return debit charges due to the fault of the user or a lack of funds to cover our charges and/or Playomic therefore incurs cancellation fees due to the late cancellation of direct debits, the user shall be responsible for the costs thus incurred.

3.5.2 Playomic shall be entitled to demand these costs together with the original payment from the user's account by means of repeat debits. If return direct debit charges are incurred, Playomic shall charge a processing fee of EUR 9.60 per debit / EUR 30.00 for credit card payments and EUR 10.00 for other methods of payment, plus any bank charges incurred by Playomic. The user shall be entitled in all cases to prove that no loss occurred or that the loss was lower.

### 4. No win guarantee

4.1 Playomic does not guarantee that any users will win. In particular, users shall not be able to demand the payment of the prize unless such a claim is based exclusively on these general terms of business.

4.2 A claim for the payment of a win can only exist if such a win has been expressly promised by Playomic.

4.3. In addition, a claim shall not exist if Playomic finds that the possible win claim could have been created by means of manipulation of a technical or legal type and/or as a result of any criminal manipulation in general. By participating in the games provided by Playomic, the user agrees that Playomic may demand an extensive investigation into the legality of a win claim at any time and in the interim the payment of the win may be refused without the separate agreement of the user. The win claim shall also be rendered void if the user breaches the rules of conduct. In the event of any doubt, the burden of proof shall be borne by the user; the user must prove that he has acted in accordance with the rules of the games. The user is aware of the fact that he bears the burden of proof and he expressly acknowledges this even if this is not necessarily the case in law.

### 5. Properties of the software

5.1. Playomic hereby declares that although the software is always state of the art, it is not possible to provide any guarantees that the software will be free of errors. For this reason the user must expect that the online games will not run error-free in every function.

5.2. In some online games the software or separate programs integrated in the software may be used to prevent fraud being committed by so-called "cheats" or "hacking".

### 6. Claims for defects

6.1. Playomic shall provide the user with access to the current versions of the games and services (No. B I 1). The user shall not be entitled to demand the maintenance or creation of a specific status / scope of functions of the game and / or service. The user is aware that like all software the games and services provided by Playomic can never be completely free of errors. The games and services shall therefore only be considered defective if they cannot be easily played or used and this problem is permanent.

The user must provide thorough documentation of any defects that affect the games, services or other goods or services provided by Playomic and in particular must report them in writing together with a log of any error messages which are displayed. Before reporting an error the user shall consult the game or service manual and any other assistance provided by Playomic to rectify problems (in particular lists of frequently asked questions and discussion forums relating to problems). The user must provide what support he can to assist Playomic with the rectification of any defects.

6.2. The user must notify any defects to Playomic in writing without delay after he discovers them. In the case of obvious defects on goods (including virtual goods), defects are to be reported to Playomic within two weeks of the date of receipt of the goods. The prompt dispatch of the notification or complaint shall be sufficient to meet this deadline. If the deadline passes without any complaint being made, no such complaints for obvious defects will be accepted thereafter. The user is advised to send all complaints to Playomic in writing (by fax, letter or email) for evidence purposes.

6.3. Those errors which are caused by external influences, operating errors by the user, forces majeure or modifications or other manipulation not completed by Playomic shall be excluded from the warranty.

6.4. Guarantees in the legal sense shall not be provided by Playomic.

## **7. Utility right**

7.1. The online games and websites are protected by current laws on copyright and intellectual property and are provided exclusively for personal use. The game must not be forwarded or transferred to third parties unless stated to the contrary in these conditions of use.

7.2. Playomic shall grant the user the right to copy the online game software.

7.3. The user shall not be permitted to resell the online game software, hire out rights relating to the online game software, lease them or transfer them in any other form, add elements or change elements of the online game software, delete such elements or to modify them in any other form unless Playomic has granted its express consent to such action. In particular the user shall not be permitted to copy, export or otherwise use graphic elements.

7.4. The transfer of a personal account or individual game characters to third parties shall require the express consent of Playomic. The processing fee for such a transfer to which Playomic has granted its consent shall be EUR 20.00 unless otherwise agreed.

The transfer shall take place at the user's own risk. In particular, Playomic shall not accept any liability in the event of any loss of value of the account, for example as a result of data loss.

Playomic shall also not be obliged to change and/or reinstate access data.

If transfers are made without consent, Playomic shall be entitled to give extraordinary notice of termination for an important reason.

7.5. The user shall not be permitted to bypass the technical measures in place to protect the online game software using devices, software programs or services or to disassemble, modify or restructure the online game software. If the user holds the view that he is entitled to carry out such actions so as to be able to exercise his statutory rights or right under these conditions of use, he shall be obliged to contact Playomic.

## 8. System requirements

The minimum system requirements must be satisfied in order to be able to participate in the online games. These are set out on the game's website. The user is advised to test the free basic version of the game on the system environment which he intends to use for the full version at a later date.

## 9. Duties and obligations of the user

9.1. The user must follow the current rules of conduct at all times. In particular he shall be obliged not to post any text and/or images with illegal or offensive contents on the online games and in particular shall not post any information which may incite racial hatred or glorify violence, is designed to jeopardise the moral safety children or young people or to affect their well being or which may damage the reputation of Playomic and must also not make any mention of such contents. Furthermore the user shall not be permitted to post commercial advertisements for products or programs supplied by third parties or any intellectual property owned by third parties which is protected by copyright or other rights without the proper authorisation.

9.2 In the case of breaches of the above, Playomic shall be entitled to disable the user's access to his account temporarily after first giving a warning and threatening to disable the account. A warning with the threat of disabling the account shall not be required if special circumstances apply which justify the immediate disablement of access to the account after weighing up the interests of both parties. The user shall be notified by Playomic of the reason for his account being disabled. The same shall apply in the event of any abuse of credit card use, the use of inaccurate credit card information and also the declaration of inaccurate data for the provision of a direct debit mandate. Disabling the account shall also include that all contents and information which originated from the excluded user may be removed immediately from the database and from the websites by Playomic.

9.3. The user shall be obliged to treat all passwords which he receives from Playomic in confidence and not to provide access to them to third parties with the exception of the transfer of an account to a third party after receiving prior consent from Playomic. If a third party uses an account owned by somebody else after he has gained knowledge of the access data because the user did not protect them sufficiently from outside access, the user must accept that, due to the risk of a lack of clarity created by him as to who was acting in the relevant account, he will be treated as if he (the user) had been acting himself and that he may be sued in the event of a breach or contract or the law.

9.4. The user shall not be authorised to use the games and services for illegal or unauthorised purposes. In particular he shall not be entitled to use the user names and/or email addresses of other users for sending unrequested emails, advertisements or for other commercial purposes without the prior consent of the users concerned.

9.5. Any culpable breach of the duties listed above shall entitle Playomic to delete the information posted by the user.

9.6. In particular, Playomic shall be entitled to delete information posted by the user in full or in part or to prevent actions if there are any concrete indications that they constitute a breach of these general terms of use, the manuals and rules for the services concerned or are otherwise illegal. This is the case, for example, for information and actions which - are obviously offensive, racist, fanatical or glorify violence; - harass another person or are insulting, threatening, obscene, defamatory or slanderous; - are sexist, pornographic or otherwise of a nature that endanger young people or contain a link to a website which is not suitable for young people; - contain false or misleading information; promote illegal behaviour; - constitute an illegal or unauthorised copy or reproduction of the work which is protected by copyright, for example by means of providing illegal computer programs or links to illegal computer programs, information for bypassing copy protection devices and illegal music copies or links to illegal music copies or breach copyright by some other means; - include the sending of "junk mails", "chain letters" or unrequested mass mails, immediate messages, "spimming" or "spamming"; - contain restricted pages or images which can only be

accessed with a password or which are concealed; - promote criminal activities or plans or contain or incite instructions for illegal activities including but not exclusively information for the production and purchase of weapons, child pornography, fraud, drug dealing, gambling, stalking, spamming, spimming, the distribution of computer viruses and other harmful files, copyright breaches, patent breaches or the theft of company secrets; - require other users to declare personal data for commercial or illegal purposes or to disclose their login data; - contain commercial activities and/or sales, for example prize competitions, draws, exchange deals, advertisement insertions and snowball systems - contain an image of another person without the consent of that person.

9.7. The user shall not be entitled to demand the reinstatement of deleted information.

In addition, Playomic shall be entitled to exclude the user from further participation in the relevant games or services and to terminate the user's account if the conditions set out in No. B I 2 have been satisfied. Playomic expressly reserves the right to make additional claims, in particular claims for compensation.

9.9. The user shall inform Playomic if he becomes aware of any abuse of the games or services by third parties or other users (for example the distribution and transfer of contents which are prohibited in No. B I 2). The user is requested to take this action in writing (for example by email) to ensure that effective intervention is possible.

## **10. Ban on unauthorised scripts**

10.1. The games and services can only be accessed by means of a standard web browser or special tools which have been provided or expressly approved by Playomic (Ban on of non-authorized scripts). In other words: The use of programs which cause excessive server load are strictly forbidden. The application of software to systematically or automatically control games or individual game functions such as bots, macros, etc. or to reproduce or evaluate games, game components or content provided by Playomic is prohibited.

## **II. Purchase of goods**

### **1. Delivery of ordered goods**

1.1. Unless agreed to the contrary, the goods will be supplied from the warehouse to the consignment address specified by the user.

1.2. The order confirmation shall be binding for the scope of the delivery. Playomic shall deliver the ordered goods within the agreed lead time. The lead time shall be extended by a reasonable period in the event of forces majeure such as, for example, unforeseeable operational, transport and shipment problems, fire damage, floods, unforeseeable energy, raw material or medial scarcities and other hindrances which are not the responsibility of Playomic (for example strikes, lock-outs and official orders). The user shall be entitled to his statutory rights.

1.3 If a third party uses an account owned by somebody else to order goods after he has gained knowledge of the access data because the user did not protect them sufficiently from outside access, the user must accept that, due to the risk of a lack of clarity created by him as to who was acting in the relevant account, he will be treated as if he (the user) had been acting himself and that he may be sued in the event of a breach or contract or the law.

### **2. Terms of payment, default, reservation of title**

2.1. The purchase price shall be payable immediately with the order unless a written agreement to the contrary is made when the order is placed. The specific purchase prices are inclusive of statutory value-added tax.

2.2. The following shall apply if Playomic issues an invoice to the user: Complaints relating to the invoice total must be reported to Playomic in writing or by email without delays but at the latest within six weeks of the date of receipt of the invoice. Failure to lodge objections promptly within

this period shall be regarded as approval of the invoice. Playomic shall make special reference to the consequences of failing to lodge objections promptly.

2.3. Playomic shall accept payment using the methods of payment specified on the website of the online shop. Playomic shall be entitled to change the methods of payment it accepts at any time or to accept certain methods of payment for amounts above a certain level or for certain services. Details of the current level of any processing fee shall be set out on the website.

The following shall apply if the user selects direct debit as the method of payment: The debit amount shall be collected using the direct debit method. The direct debit mandate may be revoked at any time in writing. The user must ensure that he has sufficient funds in the account to be debited to cover the amount. The costs incurred by the inability to collect the debit shall be paid by the user.

2.4. If Playomic incurs return debit charges due to the fault of the user or a lack of funds to cover our charges and/or Playomic therefore incurs cancellation fees due to the late cancellation of direct debits, the user shall be responsible for the costs thus incurred.

2.5. Playomic shall be entitled to demand these costs together with the original payment from the user's account by means of repeat debits. If return debits are incurred, Playomic shall charge a processing fee of EUR 9.60 per debit / EUR 30.00 for credit card payments and EUR 10.00 for other methods of payment, plus any bank charges incurred by Playomic. The user shall be entitled in all cases to prove that no loss occurred or that the loss was lower.

2.6. The user shall be obliged to provide truthful details. The details provided by the user may be checked at any time by Playomic or by the service provider commissioned by Playomic and named on the website of the game concerned to ensure that they are correct.

2.7. If the user is in default with the payment, Playomic shall be entitled to charge default interest at a rate of 5% per annum above the base interest rate fixed by the European Central bank and a processing fee. If Playomic suffers a higher default loss, Playomic shall be entitled to claim this. The user shall be entitled in all cases to prove that no loss occurred or that the loss was lower. Additional compensation claims by Playomic shall not be affected.

2.8. The supplied goods shall remain the property of Playomic until they have been paid for in full.

### **3. Warranty and complaints**

3.1. The statute of limitations for complaints shall be two years from the transfer of risk.

3.2. Complaints by the user shall not be accepted if the goods have been used for a purpose other than the one for which they are designed by the user or if the user has carried out modifications or interventions to the goods contrary to the operating and servicing instructions.

3.3. If the goods are defective, Playomic shall be obliged to replace or repair them. This shall not apply if Playomic is entitled to refuse to replace or repair them on the basis of statutory regulations. The user shall be obliged to provide Playomic with a reasonable period of time to replace or repair the goods.

3.4. The user shall be entitled to choose whether he requires the goods to be repaired or replaced by the delivery of perfect goods (replacement goods). If Playomic has completed two abortive attempts to repair the goods, this method shall be regarded as having failed. If the repair work has failed, the user shall be entitled at its discretion to reduce the purchase price or to withdraw from the contract.

3.5. No general function guarantee can be provided for software. The warranty undertaking from Playomic shall be deemed to have been fulfilled if defective goods are functional on the user's hardware if this hardware satisfies the minimum requirements specified on the Playomic order form. The user shall therefore be obliged to check the suitability of the software for his hardware in advance. Playomic cannot offer any guarantee for the normal wear and tear of the goods and for

defects caused by incorrect or negligent handling or use on the part of the user, or for errors which are caused by incorrect handling, external influences or the ingress of liquids.

3.6. Incorrect quantities, incorrect goods and transport damage must be reported to Playomic as quickly as possible. The user is advised to do this in writing by mail, fax or email for proof purposes.

3.7. All returns of goods must be accompanied by a copy of the invoice and/or a copy of the delivery note, regardless of whether the goods are defective or the incorrect goods were delivered. In the event of a justified complaint, Playomic shall reimburse the shipment costs. Playomic shall pay the costs required to deliver perfect goods or the correct goods. For goods which are returned without justification Playomic shall reserve the right to charge a processing fee of EUR 15.00 plus the shipment costs incurred by Playomic. The user shall be entitled to prove that Playomic has not incurred any costs for the processing and shipment or that the costs it incurred were considerably lower.

3.8. The user is advised to provide brief details of the reason for the return on the reverse of the copy of the invoice or the delivery note which is attached to the returned goods. The user is also advised to provide his bank details which Playomic may use to transfer the reimbursement of the shipment costs and/or the value of the goods. Furthermore, the user is advised to keep the postage confirmation of an insured parcel until the reimbursement has been credited to the bank account specified by the user or held by Playomic.

3.9. In addition the user shall be entitled to his statutory rights unless agreed to the contrary.

Hamburg, 30 April 2012.  
Playomic UG (limited liability)  
Maienweg. 288  
22335 Hamburg  
Germany

Phone: +49 (0) 40-32967300  
Fax: +49 (0) 40-5321398  
Email: [info@playomic.com](mailto:info@playomic.com)

Directors: Jonathan Lindsay, Philip Lehmann-Böhm  
Registered office of the company: Hamburg  
Court of registration: Hamburg Local Court  
Registration number: HRB 119671  
VAT Registration No. DE 274189994