

General Terms and Conditions of Business

of
Splitscreen Studios GmbH

As at: 18 December 2017

Preamble

Splitscreen Studios GmbH (hereinafter referred to as "Provider") operates online games and related applications, services and provision of services (collectively referred to as "Services"). The Services offered are provided exclusively on the basis of these General Terms and Conditions (hereinafter referred to as "GTC").

Section 1 - Scope

- (1) These GTC shall apply to all contracts, future contracts, offers, deliveries and services of the Provider. The applicability of any terms and conditions of the Users (hereinafter referred to as "User(s)") of the games offered is hereby expressly rejected. Any terms and conditions of Users shall apply only if the Provider has expressly agreed to them in writing.
- (2) In addition to these GTC, the applicable game rules and instructions as well as the rules of conduct for affiliate services, e.g. forums and chat rooms, shall apply.
- (3) The GTC apply to all Users of the games offered. The GTC apply to any use of the games.
- (4) The Provider reserves the right to modify or supplement these GTC at any time with immediate effect for the future, if deemed necessary (e.g. changes to regulations and laws, expansion of the range of Services, etc.). Changes to these GTC will be communicated to the User in an appropriate manner either on the website of the Provider and/or by a message within the games.
- (5) These GTC govern the use of the Services offered by the Provider. Services are generally used by means of a personal computer with an Internet connection. These GTC do not govern any issues that may arise in connection with Internet access, the license for connections or the compatibility of the Services with third-party software (browser, access software, firewalls, etc.).
- (6) In order to be able to use the Services of the Provider, certain minimum system requirements must be met. These will be posted on the respective, corresponding websites.

Section 2 - Services

- (1) The Services of the Provider consist of the provision of the games online. The User shall only be granted the right to use the functions of the games.
- (2) The use of the gaming platform is only open to Users who have previously created a customer account during registration (hereinafter referred to as "Game-User Account" or "User Account").
- (3) The games are continually updated, adjusted, expanded and modified. Accordingly, the User shall only be granted the right to use the game in its current version. The User shall have no entitlement to maintenance of the game in the version that existed at the time of concluding the contract. Nor shall the User be entitled to request an update of the respective game.
- (4) The Provider reserves the right to suspend the operation of the games or individual game components at any time without notice and without citing any reasons. The User may, at the User's discretion, request that payments made in advance for premium features be refunded. Any further claims by the User are excluded.

Section 3 - Premium Services

- (1) The basic functions of the games are provided free of charge. In addition to the free basic functions, further game features, game content and services are offered for a fee (so-called "Premium Services"). Use of these Premium Services by the User is optional; there is no obligation to do so.
- (2) Information on the nature and scope of such Premium Services, the rates for such, which functions they have, and what preconditions they require can be found on the website or in the instructions of the respective game. Depending on the specific feature or rate, one-time payments or payments that are due for a specific period of time (e.g. days, one week, one month, three months, six months, one year) may be necessary.
- (3) The games undergo continuous development. The Provider reserves the right, at any time, to offer new game functions, remove functions, change functions, make free features chargeable and/or make chargeable features free of charge, without impairing the playability of the game as a whole. If the User has already paid for the use of Premium Services for a period in the future and is unable to use these because they are either no longer available, have been altered and/or are now provided free of charge, the Provider shall offer other Premium Services as a substitute. Any further claims by the User are excluded.
- (4) The Provider may, at any time, change the prices of Premium Services, and the Provider shall display the new prices in the appropriate places. In the case of subscriptions, these price changes shall not apply until the period after the next possible option to terminate the contract, which the User has not exercised.
- (5) The acquisition of in-game currency is included in the Premium Services offered. This in-game currency is only for use within the respective game. A payout of in-

game currency in or a conversion of in-game currency credit into legally recognized tender is excluded.

- (6) The extended right of use for Premium Services shall apply exclusively to the game and User Account for and from which these Premium Services were purchased. A transfer to other games or other User Accounts is excluded.
- (7) If the User acquires Premium Services offered through the subscription, the subscription is extended by the same agreed fixed term upon the expiry of the agreed fixed term, unless the User or the Provider terminates the contract in due time at the end of the term. Termination shall be deemed in due time if such is communicated (a) within a notice period of three days for an agreed contractual period of less than one month or (b) within a notice period of one week for an agreed contractual period of one month or more, in each case before the end of the last day of the agreed contractual period.

Section 4 - User & Membership

- (1) The Provider offers the online games exclusively to consumers within the meaning of Section 13 of the German Civil Code (*Bürgerliches Gesetzbuch*). Use of the game for pecuniary reward or other commercial purposes is prohibited.
- (2) Those eligible to play are all persons who have already reached the age of maturity (18 years of age) at the time of registration. Minors are only eligible to play if the consent of their legal guardians has been obtained before registering for the game. Upon registering for the game, the User expressly affirms the User's age of consent and legal capacity or - in the case of minors - the existence of the consent of the minor's legal guardians.
- (3) Membership begins upon successful registration for the game, i.e., with the opening of a Game-User Account.
- (4) By filling in the registration form, the User makes a binding offer to conclude a game user contract. For this purpose, all fields of the registration form must be fully and correctly completed.
- (5) By registering for a game (i.e. with the opening of a User Account), the User accepts these GTC as binding. The User Account will only be opened on the condition that the User accepts these GTC and consents to data storage as described in the Data Privacy Policy.
- (6) The contract between the Provider and the User for the Services and deliveries comes into being with the acceptance by the Provider of the application for opening a User Account. Such acceptance may either be explicit or through the initial act of performance by the Provider.
- (7) The User may, at any time, terminate his membership by way of the established in-game automatic deletion function. In this case, any purchased Premium Services, where applicable, shall expire.

- (8) The User shall have no claim to membership.
- (9) Unless otherwise explicitly permitted by the Provider, each User may only have one User Account.
- (10) Each User needs a valid email address in order to open a User Account. The User shall be obligated to use a permanent existing email address. If the User changes email addresses, the User shall be obligated to notify the Provider of the new email address. The Provider shall, insofar as nothing else is agreed upon or designated in these GTC, generally communicate with the User via email. During the User's entire period of membership, the User shall ensure that the e-mails sent by the Provider to the User's respective and current e-mail address, which the User provided to the Provider, reach the User. If the User's e-mail address no longer exists or if the User does not respond to contractually relevant e-mails within a period of three months despite a reminder, the Provider may block the User's User Account.
- (11) Membership is concluded for an indefinite period. Either party may terminate the contract at any time without notice and with immediate effect.

Section 5 - Terms of Use

- (1) A User shall ensure that his password for the User Account remains secret; the User may not disclose this password to any third parties. If the User uses a password of his own choice, the User shall ensure that the password is sufficiently secure. If the User becomes aware that an unauthorized third party knows the User's password, the User shall immediately change the password so that a login by a third party is and can be prevented. For security reasons, the User shall regularly change his password and log out after using his User Account.
- (2) If an unauthorized third party should fraudulently gain access to the Services by way of a User Account and through no fault of the Provider, the User shall be liable to the Seller for the resulting damages.
- (3) The User shall abide by the rules of the game that are published in the game instructions and on the corresponding websites or forums. The currently applicable rules shall be authoritative in each case.
- (4) The User is aware that he uses the games operated by the Provider along with numerous other Users and that he communicates and/or interacts with them. By participating in the game, the User acknowledges that compliance with the rules is necessary for beneficial interaction and that the rules and conditions for participation are binding. Furthermore, the User shall refrain from doing anything that might interfere with the operation of the game, the Services or the beneficial interaction of the Users.
- (5) For communication between Users, the Provider provides different applications or Services and functionalities (e.g. forums, optional communities of interest). In addition, the Provider offers Users the opportunity to place the User's own content

in the game itself, in forums and in other positions on the Provider's websites. Within the framework of communication via these applications and in using the Services altogether, Users may not post, transfer or upload content or statements that violate the laws of the Federal Republic of Germany or, in particular, that have an offensive, violent, discriminatory, obscene, pornographic or unconstitutional character. Covered by this prohibition are, among others, content and statements (a) that contain insults, slander or libel (Section 185 ff. of the German Criminal Code, hereinafter "StGB"), violent representations (Section 131 StGB) or abuses of faiths, religious communities and philosophical associations (Section 166 StGB) through which propaganda is spread (Section 86 f. StGB), (b) that contain the seditious writings of unconstitutional organizations (Section 130 (2) StGB) and (c) that fulfill the elements of the crimes of distributing content likely to harm minors (Section 21(1)3, para. 3 StGB) as well as distributing pornographic material (Section 184 StGB). It is also forbidden to publish content that violates/infringes on the trademark, copyright, trade names or other intellectual property rights of third parties by use of the applications and Services that are made available by the Provider.

- (6) The placing of commercial content is only permitted with the express prior written consent of the Provider. Commercial content includes specifying URLs or placing links that pursue a commercial interest.
- (7) The User is prohibited from negligently or intentionally exploiting any bugs or malfunctions in the Services (so-called "exploits"), the use of which can interfere with the operation of the game, and from manipulating the Services or unduly interfering with the Services.
- (8) The Provider may temporarily or permanently suspend the User Account or terminate the membership for violations of the Provider's terms of use. Temporary suspensions may, in particular, be enforced until such time as an alleged violation has been investigated, as long as a User is in arrears with the payment of fees to the Provider or as a sanction for slight violations. During the suspension, the User shall not be able to access his User Account or participate in the game. A termination of membership and a definitive suspension of individual User Accounts may occur as a result of repeated or severe violations of the rules of the game or other provisions of these GTC.
- (9) In addition to the aforementioned sanctions, the Provider may also temporarily or permanently block the User from participating in the forum if the User does not abide by the rules that are applicable for participating in the forums.
- (10) If third parties make any claims against the Provider as a result of culpable violations on the part of the User, the User shall indemnify the Provider and compensate the Provider for all damages, not only to the extent that such damages were foreseeable for the User, including legal fees.
- (11) Use of the Services is permissible only by means of an Internet browser or special software programs that are furnished by the Provider or expressly approved by the Provider.

- (12) Users are explicitly not authorized to use measures, mechanisms or software in any combination thereof that may jeopardize the smooth operating of the Services offered. The User may generally not take any measures that may result in an unreasonable and/or excessive burden on the technical capacities of the Services or that in any other way interfere with the operation of Services. In particular, the modification or the blocking of content (including advertising content) of the Services is prohibited. Furthermore, it is forbidden to gain unauthorized access to the services, User Accounts or networks by way of hacking or other means.
- (13) The use of software to systematically or automatically control and/or reproduce or evaluate the Services or individual functions (for example, by bots, macros, scripts, etc.) is prohibited.
- (14) The login of the User into a game operated by the Provider or application is only permitted through the associated website and the provided input mask. Automated login is not permitted, regardless of whether the provided input mask is used or not.

Section 6 - Methods of Payment

- (1) Fees for the use of Premium Services are payable in advance. The Provider offers various methods of payment. The User shall not be entitled to demand that the Provider offer or maintain certain methods of payment.
- (2) The service charges shall be, depending on the payment method selected by the User, debited from the bank account or charged to the credit card specified by the User or booked in another manner according to the choice of the User. The User shall pay the agreed fees when due and correctly submit all relevant data that is required for the payment method selected, such as names and account information, and the User shall immediately notify the Provider and the payment service provider of any relevant changes that are necessary for the contract to be performed.
- (3) Short-term power interruptions or disturbances in the power supply do not qualify for an extension of the fixed contract term or for the reduction of payments.
- (4) Should return debits or cancellations result for the Provider from activities under the User's responsibility, the User shall bear the resulting costs. The Provider shall in such cases be entitled to collect these costs again together with the original fees from the User's Account or credit card. In addition, the Provider shall be entitled to charge a processing fee. In all cases, the User shall be at liberty to prove that no damages were incurred or that the damages were significantly less.
- (5) In case of default, the Provider may discontinue Services and immediately suspend the User's User Account. The obligation of the User to pay the agreed fee shall remain unaffected.

Section 7 - Rights

- (1) All rights to the games and Services remain with the Provider. No patent rights or other rights to the Services and the underlying programs shall be transferred to the User.
- (2) All User Accounts operated by the Users, including the associated virtual objects and possessions within the game, are for in-game use only in accordance with the rules for that respective game. The User shall not obtain any form of ownership over or other rights to the User Account or parts of the User Account. In particular, the User shall not be entitled to payment for the virtual possessions that were virtually acquired or made available as initial in-game credit.
- (3) Without the prior written consent of the Provider, the transfer of User Accounts to third parties or the permitting of third parties to use a User Account is prohibited. In particular, it is expressly forbidden to sell or dispose of User Accounts, parts of User Accounts (virtual goods, etc.) or access to User Accounts or to exploit or commercialize such in any other way. This includes the selling/exploitation of access data, rights of use, paid initiation of contacts and similar wordings that serve to circumvent this regulation. Unauthorized sale, exploitation, copy, distribution, reproduction or other violation of the rights of the operator shall be prosecuted accordingly. The Provider shall be entitled to delete the User Account in question and terminate the membership for cause and without substitution.
- (4) The Provider shall reserve the right to offer to transfer a User Account or game account to a third party - also in parts - for a fee.
- (5) All rights to the information entered by the User remain with the User. By placing information in a Service offered by the Provider, e.g. a forum, the User grants the Provider a non-exclusive, free of charge license, which is freely revocable at any time, to publicly present, publicly display, reproduce and distribute these contents.

Section 8 - Data Privacy

- (1) The Provider shall treat all personal data that the User submits during the contractual relationship as confidential and in accordance with applicable data protection regulations.
- (2) For technical reasons, participation in the game and in related services without the storing of the User's data is not possible. Therefore, the User agrees to electronic data storage and processing through the registering/opening of a game account or by use of the services related to the games.
- (3) Should a player wish his data to be completely deleted, this shall automatically result in the deletion of his account. In such cases, the User shall not be entitled to claim a refund of any fees paid.

- (4) The User acknowledges the possibility that the games operated by the Provider may be partially financed by advertising. The User therefore agrees that the Provider may permit third parties to contact the User for advertising purposes.
- (5) The Provider shall have the right to pass on user data concerning the processing of payments to external service providers assigned with the collection of payment, insofar as it is necessary for determining the fee and for the settlement of accounts with the User. The Provider shall also be authorized to provide user data to third parties to whom the Provider has assigned its claims against the User to the extent that this is necessary for the collection of the claim(s).
- (6) In all other cases, the Data Privacy Policy of the Provider shall apply. This can be viewed on or downloaded and printed from the website of the Provider.

Section 9 - Limitation of Liability

- (1) The Provider shall endeavor at all times to ensure the accessibility and error-free availability of the Services. However, occasional errors and malfunctions may still occur. If a User is disadvantaged as a result of server failures, transmission errors, programming errors (so-called "bugs") or other malfunctions, the User shall not be entitled to compensation or restoration of the status of the User's game account that existed before the occurrence.
- (2) The Provider shall only be liable for damages caused by gross negligence or intent. The foregoing exclusion of liability shall not apply to liability in the event of injury to life, body and health. It also does not apply if the damages result from the breach of a material contractual condition (a condition that is necessary for the fulfillment of the subject matter of the contract) or the breach of a guarantee. The liability of the Provider under the Product Liability Act and within the scope of Section 44 of the Telecommunications Act remains unaffected.
- (3) Insofar as the Provider is liable for damages on the merits of para. 2 above, such liability shall be limited to damages that the Provider foresaw as possible consequences of a breach of contract at the time of concluding the contract or in consideration of the circumstances that were known to the Provider or that the Provider should have known or should have foreseen by applying due diligence. Indirect and consequential damages that are the result of defects shall only be eligible for compensation if such damage can typically be expected with proper use.
- (4) In the case of liability for ordinary negligence, the liability of the Provider to pay for material damages shall be limited to € 20.00 per incident where damages result, even where material contractual obligations are violated.
- (5) The Provider shall not be liable for damages incurred by the User due to incompatibilities between the software offered by the Provider and the software of the User.
- (6) The above exclusions of and limitations on liability shall also apply in respect to the liability of employees, workers, staff, representatives and vicarious agents of

the Provider, especially in favor of the shareholders, staff, representatives, organs and their members with respect to their personal liability.

- (7) The Provider shall not be liable for the contents provided by or the actions or behavior of the Users.
- (8) The Provider explicitly distances itself from the content of all sites containing direct or indirect references (links) to the offer of the Provider. The Provider shall accept no liability for such content or sites. The providers of the respective sites shall be responsible for the content of respective sites.
- (9) The Provider, as service provider as per Section 7 (1) of the German Telemedia Act (hereinafter referred to as "TMA"), shall be responsible for its own content in the provided applications within the meaning of the TMA. In accordance with Sections 8-10 of the TMA, the Provider, as a service provider, shall not be obligated to monitor information sent to the Provider or stored by the Provider or to investigate circumstances that might indicate illegal activity. Obligations to remove or block access to information under general law and legislation shall remain unaffected.

Section 10 - Right of Withdrawal

- (1) The User may withdraw his declaration to conclude the user contract (membership) as well as his purchase order (the order of Premium Services, subscriptions) in writing (e.g. letter, fax, email function on the homepage) and within a period of two weeks without stating a reason. The withdrawal period shall begin at the earliest upon receipt of these instructions, however not before conclusion of the contract and not before we have fulfilled our obligation to provide information as defined in Section 312 c (2) of the German Civil Code in connection with Section 1 (1), (2) and (4) of the German Civil Code Information Regulations as well as our duties in accordance with Section 312 e (1) of the German Civil Code in connection with Section 3 of the German Civil Code Information Regulations. The timely dispatch of the notice of withdrawal shall be sufficient for compliance with the withdrawal term.
- (2) The right of withdrawal shall lapse, where Services offered by the Provider are concerned, if the Provider has begun providing Services with the express consent of the User before the end of the withdrawal period or the User has prompted such action himself. The notice of withdrawal shall be addressed to:

Splitscreen Studios GmbH
Friesenstraße 13, 20097 Hamburg, Germany
E-mail: cancel (at) splitscreenstudios (dot) com

Contact: Alexandre Miguel Maia
Authorized representative Chief Executive Officer: Alexandre Miguel Maia

- (3) When submitting notice of withdrawal by e-mail, the User shall specify the name of the game or application in the subject line as well as the order number and user name.

- (4) In the case of an effective withdrawal, all services received by both parties shall be returned and, if applicable, any benefits derived shall be reimbursed. If the User is unable to return the services received either in whole or in part, the User shall pay compensation for lost value. This means that already paid fees may not be completely refunded if the User has used the Services prior to exercising the right of withdrawal. Obligations to reimburse payments are to be fulfilled within 30 days. The withdrawal period begins for the User with the submission of the notice of withdrawal and for the Provider with the receipt of said notice.

Section 11 - Final Provisions

- (1) Any modifications, additions or the partial or total cancellation of the contract must be in writing. This shall also apply to the waiving of the condition requiring the written form.
- (2) The place of jurisdiction for all disputes arising from these contracts is Hamburg. This shall apply even if the User moves his domicile or habitual place of residence to another country outside the Federal Republic of Germany or if the domicile or habitual place of residence of the User is unknown at the time of filing a complaint.
- (3) These GTC and all contracts concluded on the basis of these GTC shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods as well as the rules of German private international law are excluded.
- (4) All statements made in connection with the contractual relationship governed by these GTC are to be submitted in German or English.
- (5) Should any provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions.

Splitscreen Studios GmbH
Friesenstraße 13
20097 Hamburg
Germany

www.splitscreenstudios.com
info@splitscreenstudios.com

VAT ID No.: DE259607791
HRB 105028 (Hamburg Municipal Court)
Chief Executive Officer: Alexandre Miguel Maia