

# GENERAL TERMS AND CONDITIONS OF BUSINESS

YEPS!® GameStudio – YEPS!® GmbH

## Article 1 Scope

YEPS!® offers participation in the games offered on its online games portals, offering pages and the company's web site, and makes the use of its online games and services available. These include forums, blogs, and Web sites and apps to accompany the games. Participation in the offerings and games is for entertainment purposes and is available for people who have registered using a customer account.

The following general terms and conditions of business regulate the use of the games, the content and all of the other associated services, hereinafter referred to as the "offering", which YEPS!® GmbH, hereinafter "YEPS!" or the operator. Players for the YEPS!® games and users of YEPS!® services are referred to as "Users" in the following sections.

The software, tools, images and texts and all of the other digital content of the offerings remain in the ownership of the operator or the holder of the rights, users of the offerings are granted a usufructuary right.

If the user has any other conditions which contradict this, these conditions cannot be recognised. The user can only be allowed to access the operator's offerings if he accepts these general terms and conditions. Users can view these general terms and conditions at any time on the Web site [www.yeps.de](http://www.yeps.de) and also on the individual portal pages for the offerings under the general terms and conditions tab, they can also print these out for reference, download and save them.

Use of the offerings is provided by:

YEPS!® GmbH  
Methweg 22, 50823 Cologne  
Commercial register: Cologne  
Register number: HRB 85008

Use of the operator's offerings will be constantly further developed and updated. The user recognises the respective current version of these general terms and conditions by accepting the general terms and conditions.

Access to and use of the operator's offerings is free of charge in the basic version. Some special functions are available as payable premium content.

## **Article 2 Contractual offer and conclusion of the contract**

By completing the online registration form, the user has the opportunity to register for free participation in the operator's offerings. In particular, in this regard, he must provide a user name, a valid e-mail address and a password. It should be possible to reach the user via the e-mail address, as the operator sends important information and updates for his offerings to the users by e-mail.

The online presentation of the operator's offerings does not constitute a binding offer. By completing the registration form, which must be fully and correctly completed and confirmed, the user makes a binding offer according to Section 145 of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) to conclude a contract and receives an automatically sent confirmation mail at the stated e-mail address, which the operator uses to confirm acceptance of the offering.

In addition to the registration as set out above, there is also the possibility of using other portals or social networks, for example Facebook, to register a games account. In so doing, the user's personal data is passed on to the operator by third parties. Use of this possibility for registration requires a correct registration with the third party, such as the portals or the social networks.

When the confirmation mail is delivered following the registration process, the contract between the operator and the user comes into being. This is hereinafter referred to as the "User Agreement".

The satisfaction and protection of its users are of key importance for the operator. In spite of this, however, as a rule the operator cannot give the user any entitlement to access the offerings provided. In addition, the operator is authorised to refuse registration and log-in without stating any reasons if a user constitutes a danger for other users, gaming operations or the other violation of existing rights.

## **Article 3 The Operator's Obligations**

The operator provides the use of its offerings online using the URL for the offering and attempts to ensure that this can be reached in a reasonable manner as far as possible. It is only possible to use the offer in a mostly defect-free manner using current browser software, out-of-date browsers cannot be considered.

On average over the year, availability of at least 95% is intended. This does not include maintenance work to the servers for the offering that is announced in advance. However, the operator cannot guarantee that its offerings will be reachable and error-free. The operator will provide users with access to the offerings and services in the current version, and in so doing the user does not have any entitlement to the offerings being complete or error-free.

The operator does not assume any guarantee for connection errors, disruptions and interruptions by Internet service providers or any necessary optimisation or maintenance work.

The security of the game data and user data are of enormous importance for the operator. The operator will ensure reasonable back-ups for the data in its offerings, in order to prevent the risk of a loss of data. If, however, there is still an unexpected loss of data, the operator will attempt, in individual cases, to be generous to its users by giving the users game content and putting gaming activities in place to compensate for this. There is no entitlement to performance in this regard for which it was not possible to perform a back-up.

## **Article 4 The User's Obligations**

Registration may not be performed by third parties or automatically using software, but must be performed in person by the user. With his registration, the user confirms that he is an adult and

capable of conducting business. If the user is a minor, then by completing the registration process he confirms that he has obtained his parents' or guardian's permission.

The operator aims to offer fair play for all players in his games. The user can thus use one game account in each case for each offering and game world. Within an individual game world, it is, however, forbidden to play several game accounts (multiple accounts), and this may lead to all of the game accounts involved being blocked without prior warning.

The user may not use his game account for commercial purposes without special approval by the operator.

The user is not permitted to use any programming errors to his advantage, but undertakes to report these to the operator so that the operator has the opportunity to rectify these errors.

The game account is linked to a specific person and may only be transferred to another person with the operator's permission.

The user undertakes to protect his log-in data, authentication data and passwords, and in so doing he is responsible for access by unauthorised third parties. In addition, the user is prohibited from logging in to the game account of another user.

If the user suspects that someone other than himself and the operator has obtained access to the game account, he undertakes to inform the operator of this without delay. The operator may temporarily block the affected game accounts for the safety of the game accounts.

Use of disguising services to access the operator's offerings and the use of software, plug-ins, mods, cheats, bots and other automations when accessing the offerings are prohibited without special authorisation from the operator. These services impact upholding game operation, disguising IP addresses and the user's origin, may, under certain circumstances, grant an unfair advantage and undermine the operator's attempts to ensure fair play and provide access to his offerings.

The user undertakes to uphold the game rules listed separately in each of the operator's offerings, and to comply with the instructions of employees, supporters and vicarious agents.

## **Article 5 Scope of Function & Premium Features**

Registration or setting up a game account and use of the games is free of charge in the basic version. There is expressly no obligation to purchase payable premium content.

Some of the functions and areas in the offerings are, however, only available at a fee. The costs for so-called additional "premium" content are listed on the respective order page in the respective offerings. The operator is authorised to permanently or temporarily increase or decrease the prices for premium content.

The operator is authorised to receive advance fees for the purchase of premium services and content, and reserves the right to change the scope and type of premium content, to offer this free of charge or not at all.

In order to ensure the user's security, the operator attempts to only offer secure, trusted payment systems for the purchase of its premium content and services. The respective provider of the payment system is responsible in each case for the technical freedom from errors and an error-free order and payment process.

If the user is a minor when ordering premium content, by making his order he guarantees that he has been provided with the means of payment for the purpose of purchasing premium content.

A trusting relationship with the user is of key importance for the operator. In order to protect the user, as a rule no insufficiently labelled or hidden subscriptions are offered.

If a special premium content has a limited term, the user also has the opportunity to agree to an automatic extension for an additional period. The user also has the opportunity to reject any such subscription. The terms can be defined differently depending on the scope of function, and can be found in the respective offering.

In the event of default or in the event of a longer period of inactivity (definition see Article 7) by the user, the operator is authorised to reset or block the user's game account. If not otherwise agreed or if separately agreed, the operator does not undertake to subsequently refund the payments made if the game account is blocked or in the event of cancellation.

If cancellation fees or other charges result as part of the user's order of premium content, the user bears the resulting costs.

The operator reserves the right to discontinue operation of an offering at any time. In this case of course the user can demand the transfer of fees already paid, such as for premium membership, to other offerings from the operator, or to apply for their voluntary refund. This right is not granted to the user for fees that are paid in full as part of individual debt relationships, such as, for example the order of items and individual premium goods which are consumed within the offerings.

#### **Article 6 Rules of the game**

In order to offer an optimum, uniform game experience for all players, the rules of the game must be adhered to. The rules of the game for the offerings are set out in the respective pages of the offerings themselves, provided or made available in another form.

The user is aware that, when using the offerings, he communicates together with other users and uses the services and offerings. In addition, as a rule the operator does not provide the user with a guarantee that he will win.

When registering his account, the user accepts the rules of the game and the participation conditions as being binding.

#### **Article 7 Term and Cancellation**

The contract between the operator and the user of his offers is concluded for an unlimited term when the registration is completed, unless otherwise agreed or if no special agreement has been reached.

Both parties have the right to terminate the agreement immediately at any time. At the user's request, all of the data relevant for data protection purposes will be deleted from the operator's servers when the agreement is cancelled. The right to cancel the agreement for good cause remains unaffected by the agreements reached. Cancellation by the user must be made in writing.

The operator is authorised, in particular, to cancel the agreement for good cause if the user culpably violates applicable law, fails to observe the rules of the game, intentionally disrupts gaming operations, sends spam messages, violates the rights of others, sends advertising to other users, attempts to unlawfully obtain a gaming advantage or if the user does not use his account for a longer

period of at least 50 days. In this case, the cancellation is sent automatically by the operator as precautionary measure.

The user is not entitled to the information that is deleted when his game account is cancelled.

#### **Article 8 Right of Revocation/Revocation Information for Premium Content and Services**

**Users can cancel the usage agreement with the provider within 14 days of concluding the agreement with stating reasons. This requires a clear declaration in written form (letter, e-mail, fax) to the operator's address, address see above, using a clear declaration. This period starts with registration and the associated receipt of this information in text form, however not before the agreement has been concluded and also not before the operator's information requirements have been fulfilled.**

**In the event of effective revocation, the services received by both parties will be refunded within 14 days using the same or a comparable means of payment to the extent that the premium content has not already been touched, used, consumed or transferred within the offering, or has been deleted in another form.**

**The period begins when the revocation declaration is sent.**

**Note: The user's revocation rights expire prematurely if, prior to expiration of the revocation period, execution of the contract has commenced, after the user has provided his express consent in this regard and is aware that, as a result of this, that he loses his right of revocation when execution of the contract commences.**

**End of revocation information.**

#### **Article 9 Copyright and usufructuary rights**

Ownership rights, copyrights, usufructuary rights and other rights in connection with the operator's offering are held by the operator and are given to third parties accordingly for use. The user is granted a usufructuary right via his participation in the offerings.

If the user adds or uploads information, text, images or other content, all of the rights remain with the user or the original holder of the rights. He undertakes not to infringe any applicable laws and not to violate any usufructuary rights.

The user declares that he agrees that the content that he adds to the operator's internet server being publicly accessible and viewable in the internet, irrespective of his protected account data.

The user grants the provider a usage license free of charge and which can be freely revoked in order to use the content he has provided for his own purposes such as advertising and public relations.

#### **Article 10 Data protection**

The operator complies with statutory data protection requirements and will, in particular, place the user's personal data such as his e-mail address and password under special protection. The user can find details of the operator's data protection in the separately listed document concerning data protection.

## **Article 11 Liability**

As part of the offering, users are granted opportunities to integrate own content in the form of text and images and to make this publicly viewable. It is not possible for the operator to permanently control all of the content. However, the operator will consistently review the content as far as he is able to do so, and will pursue any reports of violations of rights. As a result, as a rule the operator does not assume any responsibility for the content, the correct nature and the form of the user-generated contributions.

Each user is expressly solely responsible for the content he himself writes, adds or uploads, and for observing rights. The user undertakes to replace any damage which results due to him for the operator as a result of non-observance of this agreement or the violation of third-party rights.

Publication of illegal or punishable contributions or objectionable statements is expressly prohibited. Each user undertakes to comply with the law and statutory provisions. Adding commercial advertising is also only permitted with written approval. The operator reserves the right to delete entries that violate applicable law and his general terms of conditions, and to exclude individual users from gaming operations, withdraw their write authorisation and to demand compensation for damages as the case may be.

The operator provides users of his offerings with online platforms for communication. There is no entitlement to these being provided. The operator also does not assume any responsibility for damage that results from the use of public discussion platforms such as forums, blogs, chats or pinboards. The operator is not responsible for the use and up-to-date nature of internet programs such as browsers and system software, but rather the user himself.

Subject to the condition that the operator has provided his offerings and services free of charge, the operator is not, under any circumstances, liable for damage caused wilfully or negligently, with the exception of injuries to life, the body or health. In the case of payable services and offerings by the operator, the operator is unrestrictedly liable in the event of wilfulness and gross negligence, however in the case of minor negligence only if material obligations are violated as part of the subject of the contract.

As a rule, the limitations on liability stated herein do not apply to content for the operator's offerings which exists via links or the content of the operator's offerings which are published on other, third-party pages, as well as the violation of life, the body and health or which contradict the German product liability act.

## **Article 12 Closing Provisions**

The user recognises the general terms and conditions of business by sending the registration form and use of the offering. The general terms and conditions of business can be printed out or saved locally by the user before sending.

The laws of the Federal Republic of Germany apply to these general terms and conditions of business and all of the agreements concluded on the basis of these general terms and conditions. Use of UN purchasing law on the sale of moveable items and the collision rules in German international private law are excluded.

Any differences to these general terms and conditions of business only apply if the operator expressly agrees to these.

The operator will inform the user if any changes are made to these general terms and conditions. Any continued use of the offering after this is regarded as being agreement to the changed terms and conditions on the part of the user.

The operator will, if not otherwise agreed, generally communicate with users via e-mail.

Any changes or additions to these terms and conditions must be made in writing.

If this or any other condition in these general terms and conditions or conditions of use is or becomes invalid, this does not affect the effectiveness of the other conditions.

The place of jurisdiction for all disputes arising from these agreements is Cologne. This also applies if the user relocates his place of residence outside Germany after concluding the agreement, or if his place of residence is not known when suit is filed.

Cologne, 4 January 2016