

## Terms of Use for the games on the “Glyph” Platform

1	Scope of Application .....	1
2	Scope of Application for U.S. residents .....	2
3	Description of games .....	2
4	Scope of Services .....	3
5	Authorized Users .....	3
6	Registration / Conclusion of User Agreements for the Games on Glyph .....	3
7	Acquisition of Virtual Currency and Premium Features.....	4
8	Payment Services.....	4
9	Payment Conditions.....	4
10	INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL .....	5
11	Prohibited Activities.....	5
12	Duties and Obligations of the User .....	6
13	Beta tests.....	6
14	Limitation of Liability.....	7
15	Foreign Content / Responsibility.....	7
16	Industrial Property Rights and Copyrights / User-Generated Content.....	7
17	Contractual Term, Termination .....	8
18	Data Protection.....	9
19	Amendments to the Terms and Conditions of Use .....	9
20	U.S. COSTUMERS: CLASS ACTION WAIVER; ARBITRATION; LIMITATION OF LIABILITY .....	10
21	Final Provisions .....	12

### 1 Scope of Application

- 1.1 These Terms of Use shall apply to all games offered on the Glyph platform (hereafter “**Glyph**”). They apply in the relationship of the respective user to the respective Provider of the offered game.
- 1.2 Several companies offer their games to be used on Glyph. Agreements on the use of the respective games on Glyph as well as any purchases of content on the platform shall always take place in the relationship between the user and the respective company expressly named as the operator of the game (“**Provider**”). Glyph is operated by gamigo US Inc. 9430 Research Blvd, Austin, TX, 78759, United States of America (“**gamigo US Inc.**”). gamigo US Inc. uses its own terms and conditions of use for the use of Glyph, which are incorporated accordingly when a user account is created for Glyph. gamigo US Inc. shall only become a contractual party when using a game or purchasing content of which gamigo US Inc. is expressly named as the Provider.
- 1.3 gamigo US Inc. offers users the possibility to use Glyph to access games from multiple vendors through a single platform and a single launcher. A launcher is a program that allows the user to select a game from among other games, update the game and use it without having to enter a separate password. This eliminates the need for users to install many different launchers, each of which only serves one game, and does not require them to log in again for each game and remember different user names and passwords.
- 1.4 Providers of Glyph are currently the following companies:gamigo Publishing GmbH (address: Behringstr. 16b, 22765 Hamburg, Germany) and gamigo US Inc. (address: 9430 Research Blvd, Austin, TX, 78759, United States of America). In the future, other gamigo group companies may become Providers on Glyph. These can be the following companies: gamigo AG (address: Behringstr. 16b, 22765 Hamburg, Germany), gamigo Inc. (address: 800 Bellevue Way NE, Suite 500, Bellevue, WA 98004, United States of America), Aeria Games GmbH (address: Schlesische Str. 27c, 10997 Berlin, Germany) and gamigo Portals GmbH (address: Behringstr. 16b, 22765 Hamburg, Germany).

- 1.5 The respective Provider (“**gamigo**”) contradicts the application of any general terms and conditions of the user. Any general terms and conditions of the user shall only form a contractual component if the Provider expressly agrees to them in writing in advance.
- 1.6 Additional terms and conditions of use, Game Rules, eligibility requirements and communication rules of the respective games (jointly referred to as the “**Game Rules**”) that the respective Provider offers on Glyph may be posted on the Providers websites or in the games. The user also recognizes these Game Rules as binding by participating in the respective game. In the event of any conflict between these Terms of Use and the Game Rules, the Terms of Use shall prevail over the Game Rules, unless the Game Rules expressly require precedence over the Terms of Use.
- 1.7 The Provider may organize individual competitions, tournaments, prize draws and other special promotions within games. These may be subject to separate provisions to which the user may be specifically referred.
- 1.8 The Provider may use the services of third parties (“**Third Party Services**”), such as app stores and social networks, for the games. Third-Party Services may be subject to the general terms and conditions of the respective Third-Party Service provider. The user’s contractual partner for Third-Party Services is the respective third-party provider.

## 2 Scope of Application for U.S. residents

- 2.1 If you are a U.S. resident (“**U.S. Customer**”) these Terms of Use shall apply in part differently to you than to residents that are outside of the U.S. Where the Terms of Use apply differently to a U.S. Customer, the Terms of Use will expressly state or gamigo will notify of the different treatment. The following sections 2.2 and 2.3 apply specifically to you if you are a U.S. Customer.
- 2.2 As U.S. Customer you enter into in these Terms of Use in the State of Texas, U.S.A., and these Terms of Use are governed by, and construed in accordance with, the laws of the State of Texas, exclusive of its choice of law rules. For purposes of these Terms of Use, “**Dispute**” means any dispute, claim, or controversy (except those specifically exempted below) between a U.S. Customer and gamigo that relates to a U.S. Customer’s use or attempted use of Glyph and the games provided through Glyph generally, including without limitation the validity, enforceability, or scope of this Binding Individual Arbitration section. Any Disputes deemed not subject to binding individual arbitration, as provided in the section immediately below, a U.S. Customer and gamigo agrees to submit to the exclusive jurisdiction of Texas State, Travis County, or, if federal court jurisdiction exists, the United States District Court for the Western District of Texas. The U.S. Customer and gamigo agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party’s rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to these Terms of Use. This paragraph will be interpreted as broadly as applicable law permits.
- 2.3 As U.S. Customer you and gamigo agree to resolve Disputes between us **in individual arbitration (not in court)**. We believe the alternative dispute-resolution process of arbitration will resolve any Dispute fairly and more quickly and efficiently than formal court litigation. Section 20 explains the process in detail. To the maximum extent permitted by applicable law, you and gamigo agree to only bring Disputes in an individual capacity and shall not: seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration (“class action”), or any other action where another individual or entity acts in a representative capacity; or consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Terms of Use and all other actions or arbitrations.

We’ve put this up front (and in caps) because it’s important:

THESE TERMS OF USE CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS OF USE, AS U.S. CUSTOMER YOU AND GAMIGO AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION, AND GAMIGO AGREES TO PAY YOUR ARBITRATION COSTS FOR ALL DISPUTES OF UP TO \$10,000 THAT ARE MADE IN GOOD FAITH (SUBJECT TO SEE SECTION 20) IF YOU PREVAIL IN THE DISPUTE. YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER.

## 3 Description of games

- 3.1 “**Games**” within the meaning of these Terms of Use are all online games, browser games, mobile games, social games and other digital game offerings offered by the respective Provider for any end devices (e.g. PCs, smartphones, tablets, connected devices such as streaming or set-top boxes and smart TVs) and/or online platforms (e.g. social networks).
- 3.2 The “**Games**” as defined above also include any additional services that may be available, such as the acquisition of so-called “**Virtual Currency**,” which can be exchanged for virtual items, downloadable content, additional packages, additional functions, server changes, in-game name changes or other additional functions (jointly referred to as: “**Premium Features**”), the acquisition of subscriptions, the acquisition of virtual items for real currency, as well as other services, especially in the area of communication with other players (e.g. forums, chats, profile pages for users,

rankings, etc.). If such functions are introduced, the Provider reserves the right to offer them only under special terms and conditions of use, which are to be agreed separately and may differ from these Terms of Use and shall take precedence over them.

## 4 Scope of Services

- 4.1 The user may only use all services of the respective Providers if it has a user account with Glyph. The user account is a mandatory requirement for the user to receive, use and continue to use all services of the respective Providers. If the user deletes its user account, it will be subject to the consequences described in the Terms of Use for the “Glyph” platform under “Contractual Term, Termination.”
- 4.2 Within the scope of its existing technical and operational possibilities, the Provider offers the user Games in their respective current version in accordance with these Terms of Use. In principle, the user may use the Games free of charge (referred to in these Terms of Use as “**Free 2 Play**”). In addition, the Provider may offer paid Games (referred to in these Terms of Use as “**Buy 2 Play**”).
- 4.3 The Provider ensures that each has an annual average accessibility of 95%. This does not include times when the servers for the respective games cannot be reached due to technical or other problems which are beyond the Provider’s control (e.g. force majeure, fault of third parties, etc.). Also excluded are times in which routine maintenance work is carried out. The Provider may restrict access to the Games if the security of the network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions of the network, the software or stored data so require; these times are also not taken into account when calculating accessibility. The Provider’s liability for inaccessibility of the servers in case of malicious intent and gross negligence shall remain unaffected. The Provider’s Games may not be usable in all countries for legal or licensing reasons.
- 4.4 Due to the large number of end devices, system configurations, network operators and operating systems, it is not possible for the Provider to test and ensure the operability of the Games in all constellations. In addition to the system requirements and compatibility information published by the Provider, the Provider recommends that the user consult the discussion forums and lists of frequently asked questions (FAQ) for the respective game. New versions may affect the system requirements and compatibility requirements of the respective Game.
- 4.5 The user has no claim to the maintenance or creation of a specific state or functional scope of the Game (e.g. game progress, scores, high scores, achievements). Any claims for defects on the part of the user concerning the technical playability of the Game itself shall remain unaffected.

## 5 Authorized Users

- 5.1 The Games offered by the Provider are aimed exclusively at consumers. Use of the Games for commercial purposes is not permitted.
- 5.2 Only persons who are either of legal age of majority in the state of your residence or whose legal representatives have given their consent to such use are entitled to use the service. All persons whose user account or Game Registration has been blocked by the Provider in accordance with these Terms of Use are explicitly not entitled to participate. If the user is a minor, he/she must guarantee that the consent of his/her legal representative has been obtained. The Provider is entitled, but not obliged, at any time to request written proof of the that the user has reached legal age or the declaration of consent of its legal representative.
- 5.3 As soon as an underage user uses its user account after reaching legal age, all contracts concluded in connection with said user account before reaching full age shall be deemed to have been approved.

## 6 Registration / Conclusion of User Agreements for the Games on Glyph

- 6.1 To use a game, you must first register and activate a user account with Glyph. After activation of a user account with Glyph, the user can log in to participate in one or more games (“**Game Registration**”) and, depending on availability, purchase or use other services associated with the game. Game Registration and the acquisition of services is always carried out in the relationship between the respective Provider and the user.
- 6.2 Registration for a game is done either online by clicking the button intended for the download of the game, by filling out the registration form on the website of the respective game or on another website of the Provider in the game itself, via the registration function of a social network, such as Facebook Connect, or via another website or landing page with an appropriate registration function. The Provider reserves the right to make the activation of the Game Registration dependent on the activation of a confirmation link, which will be sent to the user by e-mail.
- 6.3 Unless a user agreement regarding the respective Game has already been concluded with the user by other means, the Provider shall make an offer to the user to conclude a contract for the use of the respective game if the user begins to download the respective Game by clicking on the appropriate button provided when using Glyph. By logging into the downloaded Game for the first time, the user accepts the offer.

- 6.4 With the Game Registration the rules of the respective game between the respective Provider and the user become binding. The Provider is entitled to adapt the Game Rules as the Game is further developed. In doing so, the Provider shall take appropriate account of the legitimate interests of the users. The adaptation shall be communicated to the customers. There is no entitlement to the conclusion of a contract for participation in the Games or for the use of their Virtual Currency or other services and contents.

## 7 Acquisition of Virtual Currency and Premium Features

- 7.1 For both Free 2 Play and Buy 2 Play Games, the Provider can offer Virtual Currency and Premium Features for purchase. If a service is provided against payment, the user will be informed of the costs incurred, the payment terms and other relevant details before using the service.
- 7.2 Premium Features that can be used in Games may be subject to a term and expire over time. The respective term is clearly marked at the time of purchase.
- 7.3 The user makes an offer to purchase or use Virtual Currency and Premium Features by selecting the type and quantity on the order page and clicking the order button ("**Order Button**"). The purchase contract is concluded when the Provider executes the order and provides the corresponding Virtual Currency or the corresponding Premium Features. This shall give rise to a further contractual relationship which shall be subject to these Terms of Use and any special conditions of use.
- 7.4 By crediting the Virtual Currency, the user shall acquire a simple, non-transferable right, limited to the contractual term, to purchase the Premium Features offered by the Provider in the relevant online Game at the relevant time, provided that the Virtual Currency credited to the user account is sufficient for the purchase in question. The Virtual Currency shall be debited from the user account in the amount corresponding to the equivalent value stated for the virtual good or benefit.
- 7.5 If the user acquires a Virtual Currency that is not specific to a Game, this shall not in principle expire as long as the user agreement between the user and the Provider is in place. If the user account is blocked, the Provider shall be entitled to refuse performance for the duration of the block.
- 7.6 Due to the continuous development of games, the Provider reserves the right to offer new Virtual Currencies and Premium Features and/or to remove them from the offer, change them or make them available in the free basic version. The Provider also reserves the right to introduce bonus programs ("**Loyalty Program**"). These may require the user to purchase a certain number of a particular Virtual Currency or certain Premium Features. If necessary, a Loyalty Program can also be designed for all Providers. The precise terms and conditions of the respective Loyalty Program will be published separately by the respective Provider or Providers.

## 8 Payment Services

- 8.1 If the user does not meet its payment obligations under a subscription contract, its access to the Premium Features and/or Virtual Currency may be denied. In this case, any claims which the Provider may already have against the user for payment under the subscription contract shall remain unaffected and shall not expire.
- 8.2 If the user is temporarily unable to access subscriptions purchased within the scope of the availability owed as per Clause 4.3, such downtimes shall not be added to the term of the subscription.

## 9 Payment Conditions

- 9.1 The Provider may offer the user different payment methods (e.g. advance payment, PayPal, payment by credit card), although there shall be no claim that all payment methods or a specific method of payment will always be offered. If the payment is processed via a payment service provider (e.g. PayPal), the general terms and conditions of the payment service provider concerned shall apply exclusively to the processing of the payment and reference to these should be made separately.
- 9.2 The Provider may make the immediate provision of the Buy 2 Play game, the Virtual Currency and the Premium Features dependent on the User waiving any existing rights of withdrawal. If the user does not waive any existing rights of withdrawal, gamigo may wait until the end of the withdrawal period before making the Virtual Currency or Premium Features available.
- 9.3 When purchasing a Buy 2 Play Game, Virtual Currency or Premium Features via an app store, social network or Third Party Services, their respective terms and conditions apply.
- 9.4 The user shall only be entitled to set off counterclaims against the Provider if such counterclaims are undisputed or have been established as final and absolute. The user may only exercise a right of retention if its counterclaim is based on the same contractual relationship.
- 9.5 All stated fees include the applicable statutory value added tax, if applicable.

9.6 The Provider shall be entitled to adjust the usage fees for the contractually agreed services in accordance with the following provisions: The user shall be notified of a price adjustment in fixed-term contracts at least four weeks before it comes into effect by written declaration or via e-mail. The user shall have a four-week extraordinary right to terminate the contract from the date of the announcement of the price adjustment. The Provider shall refer to this right in the notice of termination. If the user does not exercise this right, the price adjustment shall be deemed to have been approved by said user as of the next renewal of its subscription. Price reductions shall generally apply as of the announced date for the next billing period.

## 10 INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL

If the user is a consumer, it is entitled to a statutory right of withdrawal in accordance with the following cancellation policy:

### 10.1 Cancellation policy

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the [attached template withdrawal form](#), but this is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

If you withdraw from this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement

### 10.2 Premature expiration of the right of withdrawal

**Your right of withdrawal expires prematurely in the case of a contract providing digital content not contained on a physical data carrier if you have expressly agreed that We shall commence execution of the contract before expiry of the withdrawal period and you have confirmed that you are aware that you lose your right of withdrawal through your consent to the immediate execution of the contract.**

### 10.3 Withdrawal form

You can find the template withdrawal form [here](#).

## 11 Prohibited Activities

11.1 The use of the Games for or in connection with commercial purposes (e.g. distribution of advertising for third-party games, sale of virtual goods) is prohibited unless such use has been expressly permitted in writing by the Provider in advance.

11.2 Any activities related to the Games which violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors shall also be prohibited. In particular the following activities are prohibited:

- the posting, distribution, offering and advertising of pornographic content, games, services and/or products that violate youth protection laws, data protection laws and/or other laws and/or are fraudulent;
- the use of content which insults or defames other users or third parties;
- the use, provision and distribution of content, games, services and/or products that are protected by law or encumbered with third-party rights (e.g. copyrights) without being expressly authorized to do so.

11.3 Furthermore, regardless of any violation of the law, the following activities are also prohibited when using the Games and when communicating with other users (e.g. by sending personal messages):

- the distribution of viruses, Trojans, and other harmful files;
- sending junk mail, spam, and chain letters;

- the distribution of offensive, sexually explicit, obscene or defamatory content or communication as well as such content or communication that is capable of promoting or supporting (explicitly or implicitly) racism, fanaticism, hatred, physical violence, or illegal activities;
- harassment of other participants, e.g. by multiple personal contacts without or against the reaction of the other participant as well as promoting or supporting such harassment;
- soliciting other participants to disclose passwords or personal information for commercial or unlawful purposes;
- the distribution and/or public reproduction of content available in the games, unless this is expressly permitted by the respective author or expressly provided as a functionality of the respective Game.

11.4 Also prohibited is any action that is likely to interfere with the smooth operation of the Games, in particular excessive load on the Provider's systems. In particular, the following actions are prohibited:

- the use or promotion of tools which interfere with the score or the course of the Game (in particular so-called "bots," "hacks," or "cheats"),
- the total or partial blocking, overwriting, redirection or modification of the Games or content provided by the Provider,
- selling, giving away, trading, exchanging and offering Premium Features and Virtual Currency in the "real world" (especially the so-called "Gold Selling"),
- the planned exploitation of program errors for your own benefit (so-called "exploits").

11.5 The Provider is entitled to remove Premium Features and Virtual Currency that the User has obtained through illegal, abusive, non-contractual or otherwise unauthorized use of the Game (especially in the case of so-called "Gold Selling") from the user's user account or to refuse to use them. The Provider is in no way obliged to grant the user a refund due to the removal of Premium Features or Virtual Currency from the user's user account for the reasons described in sentence 1.

11.6 Should the user become aware of any illegal, abusive, contract-breaching or otherwise unauthorized use of the Games, it may notify the Provider at any time. The Provider will then check the process and initiate appropriate steps, if necessary. If there is any suspicion of illegal or criminal activity, the Provider shall be entitled and, if necessary, also obliged to check the activities of the users and, if necessary, take appropriate legal action. This may also include referring the matter to the public prosecutor's office.

11.7 In the event that the user breaches the Terms of Use, the Provider shall be entitled to take appropriate measures to ensure that the user will no longer breach such terms and conditions of use in future. In particular, the Provider shall be entitled to block the user's access to the games for up to two weeks after the Provider becomes aware of the breach in question.

## 12 Duties and Obligations of the User

12.1 The user undertakes to keep the access data required to access the Games (login data, passwords etc.) strictly confidential and not to disclose them to any third party unless the Provider has given its prior consent in text form to the transfer of the user account or the Game Registration. The user shall also be obliged to notify the Provider immediately in the event of unauthorized use of its user account or a security breach and to ensure that its user account is protected against further unauthorized access.

12.2 The Provider shall normally communicate with the users by e-mail unless otherwise provided for by these Terms of Use or any other agreement with the users. The user shall be responsible for ensuring that e-mails sent to the e-mail address provided by the user during registration or communicated at a later date can be delivered. The user shall ensure this by appropriately adjusting the settings in the spam filter and checking this e-mail address regularly, among other things. In other respects, the Provider reserves the right to choose another suitable form of correspondence.

12.3 Game characters cannot be deleted. It is therefore the responsibility of the user to not choose names for its Game characters that allow conclusions to be drawn about its identity or real name.

12.4 The user undertakes to ensure that the software and hardware it uses is suitable and up-to-date, especially in order to be able to use any version updates or other updates to the Provider's services.

## 13 Beta tests

13.1 The Provider may invite the user to participate in or use Games, Game elements, services and content not yet ready for the market for testing purposes (referred to in these Terms of Use as "Beta Tests"). Beta Tests may contain known, unknown and even serious program errors.

13.2 These can, for example, lead to crashes of the Game or the user's terminal device. The Provider may remove or add content, reset game scores, import backups, or create certain game scores at any time during Beta Tests, including for troubleshooting and improving the Game experience. The user has no right to (re)create a certain game score.

13.3 The Provider may extend, shorten, completely or partially terminate a Beta Test at any time.

## 14 Limitation of Liability

14.1 To the extent that the Provider demands payment for services, it shall only be fully liable for compensation in the event of malicious intent and gross negligence. In the event of a breach of material contractual obligations, the Provider shall also be liable for minor negligence. Material contractual obligations, including so-called cardinal obligations within the meaning of case law, shall be understood as those obligations which make the proper execution of the contract possible in the first place and on the fulfilment of which the user may rely.

14.2 Insofar as the Provider provides services free of charge, the Provider is only liable for damages in the event of damage caused by gross negligence and malicious intent.

14.3 In the event of damage claims due to a negligent breach of cardinal obligations, the damages shall in each case be limited to the foreseeable damage.

14.4 The above limitations of liability shall not apply to liability in the event of death, injury to body and health or in the event that the Provider has assumed a guarantee or liability under the German Product Liability Act. The liability of the Provider within the scope of application of Sec. 44a TKG (German Telecommunications Act) shall remain unaffected.

14.5 The above exclusions or limitations of liability shall also apply with regard to the liability of the Provider's employees, workers, staff, representatives and vicarious agents, in particular in favor of the shareholders, staff, representatives, bodies and their members with regard to their personal liability.

14.6 If you are a U.S. Customer, your and gamigo's liability is governed by Section 20.2.

## 15 Foreign Content / Responsibility

15.1 Insofar as the Provider grants users the opportunity to make their own content available for access by third parties, e.g. as part of a discussion forum or chat, the Provider does not check the content for completeness, correctness, legality, topicality, quality or suitability for a specific purpose. The Provider only provides the technical platform for the publication of the contents posted by the users. The Provider is therefore not responsible for third-party content or content to which the Provider merely provides access. This also applies to the unmodified intermediate storage of third-party content. The Provider points out to the users that it only checks content if and insofar as the Provider has been notified of its unlawfulness. The Provider expressly requests the user to report illegal content to the Provider.

15.2 The user represents and warrants to the Provider that it is the sole owner of all rights to the content it has posted or is otherwise entitled (e.g. by effective permission from the rights owner) to post the content.

## 16 Industrial Property Rights and Copyrights / User-Generated Content

16.1 In the context of the use of the Games, the Provider provides the user with some software (in particular the game software). In this respect, the Provider shall grant the user the non-exclusive right, limited to the duration of the contractual period, to use this software on its respective terminal device within the framework of a non-commercial use. The user may only make copies of this software for backup and archiving purposes for personal use unless the Provider explicitly allows the user to pass on the software. The user undertakes to keep the intellectual property disclaimers on or in copies of the software and to observe the relevant laws for the use of the software.

16.2 For the Glyph platform, which is operated and provided by gamigo US Inc., the Terms of Use for the "Glyph" platform shall apply.

16.3 The user is not permitted to copy (excluding a necessary backup copy), distribute, sell, auction, rent, lease, lend, modify or create derivative works, edit, translate, perform, exhibit, sublicense or transfer in whole or in part any Games or software. The user is not permitted to reproduce the Game or software against remuneration or to make it available to third parties against remuneration, or to lend the Game or software or the rights thereto against remuneration or to rent it out or transfer it or the rights thereto to third parties in any other form against remuneration or to modify it, translate it, use reverse engineering, decompile or disassemble it or create other derivative works based on the Game or software. Sec. 69e UrhG shall remain unaffected.

16.4 All content, Games and other information offered on or via the Provider's websites are protected by copyright and trademarks as indicated in the respective legal disclaimers. The intellectual property rights to all content of the games – with the exception of content posted by the user – as well as other proprietary rights to the game and/or the software remain with the Provider and/or its suppliers and licensors.

- 16.5 The Provider revocably permits the user to produce user-generated content from content of the Provider's games and to distribute it in a restricted manner as long as the games and the Provider are not disparaged by this in any way whatsoever. This permission shall expressly not apply to the source code or other non-public parts of the game, in particular its program logic. This permission applies to Game content, game scenes, characters, texts, locations, maps, graphics, animations, sounds, films, musical works and (light) images. Such user-generated content includes, for example, user-commented videos of an individual Game session ("let's play videos") or the sharing of images from the game in social networks or making them accessible on fan sites or in fan forums. The Provider permits the use only for personal, but not for industrial or commercial purposes. This permission is not transferable. Advertisements placed by the operator of a platform independent of the user – e.g. upstream advertising on video portals – are not considered commercial use if the user has no influence on them. This permission may be freely revoked by the Provider at any time. Further use, in particular commercial use, shall be possible with the prior written consent of the Provider. Please contact [pr@gamigo.com](mailto:pr@gamigo.com).
- 16.6 The user grants the Provider the right, insofar as this is necessary to provide the contractual services, to reproduce and process the content uploaded or posted by the user for use within the Games and on the user's end devices, insofar as the processing is necessary to convert the content into a file format suitable for further distribution, and to make the content publicly accessible, broadcast it and otherwise publicly present it, in particular to make the content available for retrieval by any third party via the Internet. Furthermore, the user shall also grant the Provider the right to allow any third parties to download the content to their end devices and to use it there in accordance with the intended purpose and to grant the third parties the necessary rights of use for this purpose and to use individual content or excerpts for preview purposes, for example, to advertise the Games and to copy, distribute and make publicly accessible or otherwise publicly reproduce the relevant content for this purpose and to grant third parties the necessary rights of use.
- 16.7 As defined in Clause 16.6, the rights are granted in each case by posting or uploading content. The user assures the Provider that he is entitled and in a position to grant rights of use to the extent specified above. The Provider is entitled to demand proof from the user that it has the necessary rights of use.

## 17 Contractual Term, Termination

- 17.1 Contracts for the free use of the Glyph platform (in particular the user account on Glyph) may be terminated by the user at any time by giving written notice to gamigo US Inc. the operator of the Glyph platform. gamigo US Inc. may terminate the free use with a notice period of 2 weeks to the end of the month. Termination of the user's account with Glyph shall automatically terminate any existing player registrations and/or subscriptions for all Games used by the user, without the need for a separate termination notice by the user; in this regard, receipt of the user's termination notice for the user account for Glyph with gamigo US Inc.
- 17.2 The user can at any time request the Provider to delete his Game Registration created with the Provider separately. Any Virtual Currency and Premium Features acquired up to that point that are attributed to the deleted Game expire without any right to a refund.
- 17.3 The right of the parties to extraordinary termination for good cause at any time shall remain unaffected by the above provisions. In particular, the Provider shall be entitled to terminate the contract for good cause if
- a. the user culpably breaches laws, these Terms of Use or special conditions of use for Virtual Currencies and Premium Features and repeatedly conducts itself contrary to the rules despite of having been warned;
  - b. the user defaults on payment of the fees with an amount of at least EUR 10.00 and fails to pay despite two reminders;
  - c. when using any other of its Game Registrations, the user fulfills one of the reasons for termination No. a. or b. or any other good cause;
  - d. if third parties (e.g. operators of social networks), through whose registration function the user gains access to its Game Registration with the Provider, request the Provider to delete user data and/or take comparable measures; insofar as an alternative granting of access would be unreasonable for the Provider;
  - e. third parties (e.g. operators of social networks), through whose registration function the user gains access to its Game Registration with the Provider, restrict the Provider's access to data, insofar as an alternative granting of access would be unreasonable for the Provider;
- 17.4 In the event of serious violations, immediate termination is permissible without the need for a prior warning. A serious breach is a breach which will hinder the Provider from adhering to the contract as reasonably expected. This is generally the case if
- a. the user violates criminal laws;
  - b. the user uses the user account, a Game Registration or a Game in an illegal manner;
  - c. the user provides false data when registering or paying for paid services;



- d. the user realizes one of the termination reasons a., b., c. or any other important reason when using any other of his/her user accounts or Game Registrations.

- 17.5 In the event that the Provider justifiably terminates the contract for good cause, the Provider shall be entitled to demand an amount equivalent to 75% of the sum of all fees which the user would have had to pay if the contract had been terminated at the same time and within the specified period during the term of the contract (for services not yet provided by the Provider, in particular for Premium Features already ordered). The right of the user to prove that no damage or significantly less damage has been incurred shall remain unaffected. If the user has taken out a subscription for the recurring purchase of services, in particular Virtual Currency and/or Premium Features, and terminates this prematurely without good cause by terminating its user account, sentence 1 of this paragraph shall apply mutatis mutandis with regard to any outstanding payments until the next regular renewal date of the subscription. As far as the user has already received the services to be provided by the Provider, there is no claim for a refund. In particular, there shall be no refund for Premium Features which the user has ordered from the Provider and has already received.
- 17.6 If the Provider is responsible for the extraordinary termination and the user still has Virtual Currency for a game in its user account, the Provider will credit the Virtual Currency to a game desired by the user and offered by the Provider. A refund in cash shall be excluded, unless the credit for another game of the Provider is exceptionally not reasonable for the user under consideration of the mutual interests, e.g. because no equivalent or similar game is offered. In this case, the Provider will reimburse the user the value of any Virtual Currency still in its user account in the amount actually paid in by the user. Further claims of the user are excluded, unless these Terms of Use stipulate otherwise.
- 17.7 The Provider has a special right of termination regarding the user's Game Registration for individual games in the event that the Provider is no longer able to operate the respective game from an economic point of view or the Provider loses the authorization to operate the respective game, e. g. due to the termination of the respective license agreement between the Provider and the respective licensor. In this case, the Provider may extraordinarily terminate all contracts relating to the operation and use of the game (e.g. contract of use, contract on the provision and use of Virtual Currency or Premium Features) at the time the game is discontinued. The regulations according to Clause 16.4 shall apply. Other termination rights remain unaffected.
- 17.8 Each termination must be made in text form (e.g. by letter, e-mail or contact form).
- 17.9 Virtual Currencies or Premium Features granted free of charge are generally not eligible for a refund.
- 17.10 Subscription contracts are automatically renewed for the original term if the user does not terminate the subscription at least five working days before the end of the term. The subscription must be terminated, in principle and subject to Section 17.1, via the User Account Management Tool on the relevant game website or via Glyph's User Account Management. If the user terminates the subscription, the Provider shall not refund already paid fees and shall not pay out in real currency the virtual credit that is credited to the user account of the user, subject to the constellations regulated in these Terms of Use. The Provider can terminate subscription contracts at any time to the end of the term; for contracts with a term of more than 6 months, a subscription contract can be terminated with a notice period of 3 months, whereby the usage fees already paid must be reimbursed pro rata temporis.

## 18 Data Protection

The Provider shall process and use the user data collected when concluding the contract and when using the offer, especially to the extent that this is necessary for proper performance of the contract, in accordance with the data protection regulations in force. The privacy policy of the respective Provider shall apply. It can be consulted on Glyph.

## 19 Amendments to the Terms and Conditions of Use

- 19.1 The Providers reserve the right to amend or extend these Terms of Use at any time with effect for the future, provided this is necessary and does not disadvantage the user contrary to good faith. A change may be necessary to reflect a change in the legal situation. Newly issued court decisions are also considered to be a change in the legal situation. Changes and developments of the games or Glyph may also require changes or amendments to the Terms and Conditions of Use.
- 19.2 Any change or amendment to these Terms of Use shall be appropriately announced in writing at least six weeks before it takes effect. As a rule, notification of the amendment to the Terms of Use shall be made by e-mail, but in any case at the next launch of the launcher.
- 19.3 The user shall have the right to object to any change or addition within six weeks of publication and the opportunity to inform the Provider. In the event of a timely objection, the parties shall be entitled to terminate the contract for good cause in accordance with the termination provisions contained herein. This shall not affect any other rights of termination. If the user does not object within the objection period or if it continues to use the services after this period, the amendment or addition shall be deemed to have been accepted and shall become an integral part of the contract.

- 19.4 As part of the information on the amendments to the Terms of Use, the Provider shall specifically draw the user's attention to the entitlement to objection and termination, the deadline and the legal consequences, in particular with regard to failure to object.

## 20 U.S. CUSTOMERS: CLASS ACTION WAIVER; ARBITRATION; LIMITATION OF LIABILITY

IF YOU ARE A U.S. CUSTOMER, THIS SECTION APPLIES TO YOU. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

### 20.1 Disputes. Individual Arbitration. Class Action Waiver.

- (a) **Informal Resolution.** If you have an issue that our customer support can't resolve, prior to starting arbitration you and gamigo agree to attempt to resolve the Dispute informally to help get us to a resolution and control costs for both parties. You and gamigo agree to make a good-faith effort to negotiate any Dispute between us for at least 30 days ("**Informal Resolution**"). Those informal negotiations will start on the day you or gamigo receive a written Notice of a Dispute in accordance with these Terms of Use.

You will send your notice of Dispute to [support@gamigo.com](mailto:support@gamigo.com) with the subject "Informal Resolution". Include your name, account name you use for your account with Glyph, address, how to contact you, what the problem is, and what you want gamigo to do. If gamigo has a Dispute with you, gamigo will send our notice of Dispute to your registered email address and any billing address you have provided us.

- (b) **Small Claims Court.** Instead of using the Informal Resolution mentioned immediately above, you and gamigo agree that you may sue us in small-claims court in your choice of the county where you live or Texas (if you meet the requirements of small-claims court). We hope you'll try Informal Resolution first, but you don't have to before going to small-claims court.
- (c) **Binding Individual Arbitration.**

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.

You and gamigo agree that Disputes will be settled by binding individual arbitration conducted by the Judicial Arbitration Mediation Services, Inc (<https://www.jamsadr.com/>) ("**JAMS**"). The binding individual arbitration under JAMS for purposes of any Dispute is subject to the U.S. Federal Arbitration Act and federal arbitration law and is conducted in accordance to the JAMS Streamlined Arbitration Rules (<https://www.jamsadr.com/rules-comprehensive-arbitration/>) and Procedures effective on 01.05.2021 ("**JAMS Rules**"), each of which may be modified by these Terms of Use. This means that you and gamigo agree to a dispute-resolution process where we submit any Dispute to a neutral arbitrator (not a judge or jury) that makes the final decision to resolve the Dispute. JAMS uses experienced professionals to arbitrate Disputes, which helps you and gamigo resolve any Disputes fairly, but more quickly and efficiently than going to court. The arbitrator may award the same remedies to you individually as a court could, but only to the extent required to satisfy your individual claim. The arbitrator's decision is final, except for a limited review by courts under the U.S. Federal Arbitration Act and can be enforced like any other court order or judgment.

- (d) You and gamigo agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. The Informal Resolution and arbitration sections do not apply to (1) individual actions in small claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) a complaint or remedy under the EU General Data Protection Regulation; (4) an action to compel or uphold any prior arbitration decision; (5) gamigo's right to seek injunctive relief against you in a court of law to preserve the status quo while an arbitration proceeds; (6) claims of piracy, creation, distribution, or promotion of Cheats, and intellectual-property infringement, and (7) the enforceability of the Class Action Waiver clause below. You and gamigo agree that whether a Dispute is subject to arbitration under these Terms of Use will be determined by the arbitrator rather than a court.
- (e) To start an arbitration, please review the JAMS Rules and follow the instructions for initiating an arbitration on the JAMS (<http://www.jamsadr.com/rules-streamlined-arbitration>) website. The party starting an arbitration must send JAMS a "Demand for Arbitration" (available on its website), pay a filing fee, and mail a copy of the Demand for Arbitration to the opposing party. You will send a copy to [support@gamigo.com](mailto:support@gamigo.com) with the subject "Demand for Arbitration". Gamigo will send our copy to your registered email address and any billing address you have provided us. The arbitration will be conducted by a single JAMS arbitrator selected with substantial experience in resolving intellectual-property and commercial-contract Disputes. You and gamigo both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by these Terms of Use. If an in-person hearing is required, the hearing will take place either in Texas, or where you reside; you choose. The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and gamigo agree otherwise,

any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions. The arbitrator may only award legal or equitable remedies that are requested by you or gamigo to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence). The arbitrator may not award relief against gamigo respecting any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.

- (f) If you initiate the arbitration, you must pay the JAMS filing fee required for consumer arbitrations. In some situations, gamigo will help with your fees to (hopefully) get us to a resolution quickly and fairly: If the Dispute involves \$10,000 or less, gamigo will pay all of the JAMS costs, including the fees you otherwise would have been required to pay, but only if you prevail in the Dispute. If the above doesn't apply to you, but you demonstrate that arbitration costs will be prohibitive compared to litigation costs, gamigo will pay as much of your JAMS costs as the arbitrator finds is necessary to prevent arbitration from being cost-prohibitive (as compared to the cost of litigation). Even if gamigo wins the arbitration and the applicable law or the JAMS Rules allow gamigo to seek our portion of the JAMS fees from you, we won't. The fee assistance offered above is contingent upon you bringing the arbitration claim in "good faith". If the arbitrator finds you brought an arbitration claim against gamigo for an improper purpose, frivolously, or without a sufficient pre-claim investigation into the facts or applicable law, then the payment of all fees will be governed by the JAMS Rules. JAMS costs do not include your Attorneys' fees and costs and Attorneys' fees and JAMS costs are not counted when determining how much a Dispute involves. gamigo won't seek our attorneys' fees or expenses from you in any arbitration, even if the law or the JAMS Rules entitle us to do so. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise.
- (g) If a Dispute must be arbitrated, you or gamigo must start arbitration of the Dispute within two (2) years from when the Dispute first arose. If applicable law requires you to bring a claim for a Dispute sooner than two years after the Dispute first arose, you must start arbitration in that earlier time period. gamigo encourages you to tell us about a Dispute as soon as possible so we can work to resolve it. The failure to provide timely notice shall bar all claims.
- (h) This binding individual arbitration section survives any termination of these Terms of Use or gamigo's provision of services to you. Although gamigo may revise these Terms of Use in its discretion, gamigo does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute arises.
- (i) If all or any provision of this binding individual arbitration agreement is found invalid, unenforceable, or illegal, then you and gamigo agree that the provision will be severed and the rest of the agreement shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the class action waiver is found invalid, unenforceable, or illegal, you and gamigo agree that it will not be severable; this entire binding individual arbitration section will be void and unenforceable and any Dispute will be resolved in court subject to the venue and choice of clauses specified in these Terms of Use. Under no circumstances shall arbitration be conducted on a class basis without gamigo's express consent.
- (j) You have the right to opt out of and not to be bound by the arbitration and class action waiver provisions set forth in these Terms of Use. To exercise this right, you must send written notice of your decision to **support@gamigo.com** with the subject "Arbitration and Class Action Waiver". Your notice must include your name, mailing address, and account name you use for Glyph, and state that you do not wish to resolve Disputes with gamigo through arbitration. To be effective, this notice must be sent within 30 days of the date on which you first accepted these Terms of Use unless a longer period is required by applicable law; otherwise you will be bound to arbitrate Disputes in accordance with this section. Notwithstanding the foregoing, should these Terms of Use take effect after you have created an account with Glyph, the notice period under Section 20.1(j) of thirty days commences on the day these Terms of Use take effect for your use of the Glyph. You are responsible for ensuring that gamigo receives your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt. If you opt out of these arbitration provisions, gamigo will not be bound by them with respect to Disputes with you.

20.2 Limitation of Liability. Access to the platform Glyph, the games provided by gamigo (including any Virtual Currency and Premium Features) ("**Platform**") and Services are provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. gamigo, its licensors, and its and their affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Platform, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not gamigo knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged

to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, gamigo, its licensors, and its and their affiliates make no warranty that (1) the Platform will operate properly, (2) that the Platform will meet your requirements, (3) that the operation of the Platform will be uninterrupted, bug free, or error free in any or all circumstances, or (4) that any defects in the Platform can or will be corrected. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute is expressly disclaimed. gamigo, its licensors, and its and their affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Platform. This paragraph will apply to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, neither gamigo, nor its licensors, nor its or their affiliates, nor any of gamigo's service providers (collectively, the "gamigo Parties"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Platform (including any Virtual Currency or Premium Features), or the delay or inability to use or lack of functionality of the Platform, even in the event of an gamigo Party's fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if an gamigo Party has been advised of the possibility of such damages. Further, to the maximum extent permitted by applicable law, the aggregate liability of the gamigo Parties arising out of or in connection with these Terms of Use or Platform (including any Virtual Currency or Premium Features) will not exceed the total amounts you have paid (if any) to gamigo for the Platform (including any Virtual Currency or Premium Features) during the twelve (12) months immediately preceding the events giving rise to such liability. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

20.3 Indemnity. This section only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation below. You agree to indemnify, pay the defense costs of, and hold gamigo, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of these Terms of Use or negligence by you, (b) any act or omission by you in using the Platform (including any Virtual Currency or Premium Features), or (c) any claim of infringement or violation of any third-party intellectual property rights arising from gamigo's use of your user generated content or feedback as provided under to us under the Agreement for the Platform. You agree to reimburse gamigo on demand for any defense costs incurred by gamigo and any payments made or loss suffered by gamigo, whether in a court judgment or settlement, based on any matter covered by this Section 20.3.

20.4 Virtual Currency and Premium Features. Virtual Currency and Premium Features are licensed, not sold, along with the Platform, regardless of any use of the terms "purchase," "selling," or comparable, that we make outside of the Platform, and are subject to the restrictions under the licenses granted in these Terms of Use. Except as otherwise prohibited by applicable law, we reserve and retain all rights, title, and interest in and to the Virtual Currency and Premium Features.

Virtual Currency and Premium Features do not have an equivalent value in real money and do not act as a substitute for real currency. Virtual Currency and Premium Features are not redeemable for money or monetary value by us or any other person, whether inside or outside of your use of Glyph. Except as otherwise prohibited by applicable law, we, in our sole discretion, have the absolute right to manage, modify, substitute, replace, suspend, cancel or eliminate Virtual Currency and Premium Features, including your ability to access or use Virtual Currency and Premium Features already associated with your account, without notice or liability to you. The value of Virtual Currency and Premium Features is subject to our actions that may impact the perceived value or purchase price, if applicable, of Virtual Currency and Premium Features at any time, except as prohibited by applicable law.

## 21 Final Provisions

21.1 Users are not entitled to transfer their rights arising from this contractual relationship to third parties. Something else applies only if the Provider agrees to it before expressly in text form. The Provider is entitled to transfer the rights and obligations resulting from this contractual relationship to a third party. In the event of such a transfer, the user shall be entitled to terminate the user relationship without notice if there are reasons in the person of the purchaser which make it unreasonable to expect the user to continue the contractual relationship. Any Virtual Currency available in the user account at that time will be refunded to the user.

21.2 Contracts concluded on the basis of these Terms of Use and claims in connection therewith shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. If the user has concluded the contract as a consumer, the mandatory consumer protection provisions applicable in the state in which the user has his habitual residence shall also apply, provided that these provisions grant the user a more comprehensive protection.

21.3 Should individual provisions of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions.

- 21.4 All declarations made as part of the user agreement concluded with the Provider must be made in writing or in text form.
- 21.5 These Terms of Use can be downloaded [here](#).
- 21.6 The Commission of the European Union provides an Internet platform for online dispute resolution (so-called OS platform). The OS platform serves as a possibility for the out-of-court settlement of Disputes concerning contractual obligations arising from online purchase contracts or contracts between consumers and entrepreneurs with residence/registered office in the European Union. The OS platform can be accessed by clicking the following link: <http://ec.europa.eu/consumers/odr>
- 21.7 The Provider is not willing to participate in such an out-of-court settlement of Disputes arising from contracts with our customers, not even under the VSBG (Consumer Dispute Settlement Act).