

Terms of Use of the “Glyph” Platform

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1 Scope of Application

- 1.1 These Terms of Use apply to the use of the Glyph platform (hereinafter “**Glyph**”) operated by gamigo US Inc, 9430 Research Blvd, Austin, TX, 78759, United States of America (“**gamigo**”).
- 1.2 Several companies offer their games to be used on Glyph, including gamigo US Inc. 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 (hereinafter “**Provider**”). The Providers use their own Terms of Use for their offer, which shall be incorporated accordingly when the contract is concluded. gamigo US Inc. shall only become a contractual party when a game is used or content is purchased of which gamigo US Inc. is expressly named as the Provider.
- 1.3 gamigo US Inc. objects to the validity of any general terms and conditions of the user. Any general terms and conditions of the user shall only form a contractual component if gamigo US Inc. expressly agrees to them in writing in advance.

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 18 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 18) IF YOU PREVAIL IN THE DISPUTE. YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER.

3 Scope of Services

- 3.1 Glyph offers users the ability to use games from multiple Providers through a single platform and 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.
- 3.2 The user may only use any 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, the consequences described in these Terms of Use under "Term, Termination" shall apply.
- 3.3 In addition to the features defined in Clause 3.1, gamigo may also offer the user any additional services which may be available, such as the purchase of so-called "**Virtual Currency**" which can be exchanged for comfort and community features, virtual items, downloadable content, additional packages, additional functions or other functions (hereinafter jointly referred to as: "**Premium Features**"). If such functions are introduced, gamigo reserves the right to offer them only under special terms of use, which are to be agreed separately and may differ from these Terms of Use and shall take precedence over them.
- 3.4 gamigo warrants 95% availability of the Glyph platform on an annual average. This does not include times when Glyph's servers are unavailable due to technical or other problems beyond gamigo's control (e.g. force majeure, third party fault, etc.). This shall also not apply to times during which routine maintenance work is carried out. gamigo may restrict access to Glyph if the security of the network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions to the network, the software or stored data so require; these downtimes shall also not be considered when calculating availability. The liability for inaccessibility of the servers in case of malicious intent and gross negligence shall remain unaffected. Individual games on Glyph may not be usable in all countries for legal or licensing reasons.
- 3.5 Due to the large number of end devices, system configurations, network operators and operating systems, it is not possible for gamigo to check and ensure that the launcher is able to run in all constellations. gamigo shall regularly publish the recommended system requirements and compatibility information.

4 Authorized Users

- 4.1 Glyph's offer is aimed exclusively at consumers. Use for commercial purposes is not permitted.
- 4.2 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 has been blocked by gamigo in accordance with these Terms and Condition of Use are explicitly not eligible. If the user is still underage, it shall ensure that its legal representative has given their consent. gamigo shall be entitled but not obliged to request written proof that the user is of legal age or the declaration of consent from its legal representative at any time.

- 4.3 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.

5 Registration / Conclusion of User Agreements for Glyph

- 5.1 The use of Glyph requires prior registration as a user and the activation of a user account in advance. The registration is performed either online by filling out the registration form on the Glyph website or via the registration function of a social network, such as Facebook Connect, or via another website or landing page with an appropriate registration function.
- 5.2 When you send the completed registration form by clicking the appropriate button, the user proposes to enter into a user agreement for the use of Glyph in accordance with these Terms of Use. gamigo shall confirm receipt of the registration by responding to the e-mail address provided by the user. Confirmation of receipt as such shall not constitute acceptance of the user's application. gamigo may accept this offer within 5 days via e-mail by means of an express declaration or by activating the user account. Acceptance shall constitute an agreement between the user and gamigo for the use of Glyph. gamigo may make acceptance dependent on confirmation of the e-mail address ("double opt-in").
- 5.3 The number of user accounts that can be set up by a user is limited to five, wherein a different e-mail address must be used for each user account.
- 5.4 After successful registration and activation of a user account, the user can log in to participate in one or more games (referred to in these Terms of Use as "**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.
- 5.5 There is no entitlement to the conclusion of an agreement to set up a user account, to participate in the games or to use their Virtual Currency or other services and contents.

6 Acquisition of Virtual Currency and Premium Features

- 6.1 The user may use Glyph free of charge. If gamigo offers Premium Features or Virtual Currency for Glyph, the user may purchase these via the Glyph platform. Before using the Premium Features, the user will be informed about the costs incurred, the terms of payment, extensions and cancellation options and other relevant details.
- 6.2 The user makes an offer to purchase or use Premium Features by selecting the type and quantity on the order page and clicking the appropriate order button. The agreement on the purchase shall be concluded when gamigo executes the order and makes the corresponding Premium Features available. This shall give rise to a further contractual relationship which shall be subject to these Terms of Use and any special conditions of use.
- 6.3 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 gamigo 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.
- 6.4 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 gamigo is in place. If the user account is blocked, gamigo shall be entitled to refuse performance for the duration of the block.
- 6.5 Due to the continuous development of Glyph, gamigo 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. gamigo 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 exact terms and conditions of the respective Loyalty Program shall be published separately by gamigo or the respective Providers together.

7 Payment Services

- 7.1 If the user does not meet its payment obligations under a subscription contract, its access to the Premium Features and Virtual Currency may be denied. In this case, any claims which Provider may already have against the user for payment under the subscription contract shall remain unaffected and shall not expire.
- 7.2 If the user is temporarily unable to access subscriptions purchased within the scope of the availability owed as per Clause 3.4, such downtimes shall not be added to the term of the subscription.

8 Payment Conditions

- 8.1 gamigo 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 system 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.
- 8.2 gamigo may make the immediate provision of the Virtual Currency and the Premium Features dependent on the user waiving any existing right of cancellation. If the user does not waive any existing rights of cancellation, gamigo may wait until the end of the cancellation period before making the Virtual Currency or Premium Features available.
- 8.3 If Virtual Currency or Premium Features are purchased via an app store, a social network or third-party services, their respective terms and conditions shall apply.
- 8.4 The user shall only be entitled to set off counterclaims against gamigo 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.
- 8.5 All stated fees include the applicable statutory value added tax, if applicable.
- 8.6 gamigo 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. gamigo 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.

9 CANCELLATION POLICY

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

9.1 Information concerning the exercise of the right of withdrawal

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 gamigo US Inc., 9430 Research Blvd, Austin, TX 78759, United States, Phone: +1 650 273 96183 9, Email: infoUS@gamigo.com 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.

9.2 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.

9.3 Withdrawal form

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

10 Prohibited Activities

- 10.1 The use of Glyph 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 gamigo in advance.
- 10.2 Any activities 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.
- 10.3 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 presentation 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.
- 10.4 Also prohibited is any action that is likely to interfere with the smooth operation of Glyph or the Games, in particular any action that imposes an excessive strain on the systems of gamigo or the Providers. 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").
- 10.5 gamigo shall be entitled to remove Premium Features and Virtual Currency which the user has obtained by using the game illegally, improperly, in breach of contract or in any other way without authorization (in particular for so-called "Gold Selling") from the user's user account or to refuse to use them. gamigo shall not be obliged in any way to grant the user a refund as a result of removing the Premium Features or Virtual Currency from its user account for the reasons set out in sentence 1.
- 10.6 If the user becomes aware of any illegal, abusive, contractually incorrect or otherwise unauthorized use of the games, it may notify gamigo at any time. gamigo shall then check the matter and, if necessary, take appropriate action. If there is any suspicion of illegal or criminal activity, gamigo 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.
- 10.7 In the event that the user breaches the Terms of Use, gamigo shall be entitled to take appropriate measures to ensure that the user will no longer breach such Terms of Use in future. In particular, gamigo shall be entitled to block the user's access to the games for up to two weeks after gamigo becomes aware of the breach in question.

11 Duties and Obligations of the User

- 11.1 The user undertakes to keep the access data required to access its user account (login data, passwords etc.) strictly confidential and not to disclose them to any third party unless gamigo 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 gamigo 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.

- 11.2 gamigo 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 users 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, gamigo reserves the right to choose another suitable form of correspondence.
- 11.3 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 Glyph's services.

12 Limitation of Liability

- 12.1 To the extent that gamigo demands payment for services, gamigo 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, gamigo 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.
- 12.2 If and insofar as gamigo provides services free of charge, gamigo shall only be liable for compensation in the event of damage caused by gross negligence and malicious intent.
- 12.3 In the event of damage claim due to a negligent breach of cardinal obligations, the damages shall in each case be limited to the foreseeable damage.
- 12.4 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 gamigo has assumed a guarantee or liability under the German Product Liability Act. The liability of gamigo within the scope of application of Sec. 44a TKG (German Telecommunications Act) shall remain unaffected.
- 12.5 The above exclusions or limitations of liability shall also apply with regard to the liability of gamigo'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.
- 12.6 If you are a U.S. Customer, your and gamigo's liability is governed by Section 18.2.

13 Third-Party Content / Responsibility

- 13.1 Insofar as gamigo allows users to make their own content available for access by third parties, e.g. as part of a discussion forum or chat, gamigo shall not check the content for completeness, correctness, legality, topicality, quality or suitability for a specific purpose. gamigo shall only provide the (technical) platform for the publication of the content posted by the users. gamigo shall therefore not be responsible for third-party content or content to which gamigo merely provides access. This shall also apply to the unaltered temporary storage of third party content. gamigo points out to the user that gamigo shall only check content if and to the extent that gamigo has been notified of its unlawfulness. gamigo expressly requests users to report unlawful content.
- 13.2 The user represents and warrants to gamigo 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.

14 Industrial Property Rights and Copyrights / User-Generated Content

- 14.1 gamigo shall provide the user with software (e.g. the launcher) in connection with the use of Glyph. In this respect, gamigo 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 gamigo 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.
- 14.2 Game software provided by the Providers is subject to their Terms of Use, which may differ from these Terms of Use.
- 14.3 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 software. Sec. 69e UrhG (German Act on Copyright and Related Rights) shall remain unaffected.
- 14.4 All content, games and other information offered on or via gamigo's websites are protected by copyright and trademarks as indicated in the respective legal disclaimers. The intellectual property rights to all content of Glyph, excluding content posted by the user, and other property rights to the software shall remain with gamigo and/or its suppliers and licensors.

- 14.5 Subject to revocation, gamigo permits the user to create user-generated content from Glyph content and to distribute such user-generated content in a restricted manner as long as Glyph, the games, gamigo and the Providers are not harmed thereby in any way whatsoever. This permission shall expressly not apply to the source code or other non-public parts of Glyph, 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, insofar as gamigo holds these rights. Such user-generated content includes, for example, the sharing of Glyph images in social networks or making them available on fan sites or in fan forums. gamigo only permits the use of such content for personal, but not for commercial or industrial 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 gamigo at any time. Further use, in particular commercial use, shall be possible with the prior written consent of gamigo. Please contact pr@gamigo.com.
- 14.6 The user grants gamigo 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 Glyph and on users' 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 gamigo 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.
- 14.7 As defined in Clause 14.66, the rights are granted in each case by posting or uploading content. The user shall assure gamigo that it is entitled and in a position to grant rights of use to the extent specified above. gamigo shall be entitled to demand proof of the necessary rights of use from the user.

15 Contractual Term, Termination

- 15.1 Contracts for the free use of Glyph may be terminated by the user at any time by notifying gamigo in text form. gamigo may terminate the free use with two weeks' notice to the end of a month. The termination of the user account on Glyph shall automatically result in the termination of any existing player registrations for all games used by the user, without the need for a separate termination by the user; in this respect, receipt by gamigo of the termination of the user account for Glyph shall be sufficient. Any Virtual Currency and Premium Features for Glyph and all games acquired up to that point shall expire without entitlement to a refund.
- 15.2 The right of the parties to extraordinary termination for good cause at any time shall remain unaffected by the above provisions. In particular, gamigo 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 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 user accounts, the user fulfills one of the reasons for termination No. a. or b. or any other good cause;
 - d. third parties (e.g. operators of social networks), whose login function enables the user to access its user account at gamigo, request gamigo to delete user data and/or take comparable measures; insofar as an alternative granting of access would be unreasonable for gamigo;
 - e. third parties (e.g. operators of social networks), via whose registration function the user gains access to his user account at gamigo, restrict gamigo's access to data where alternative access would be unreasonable for gamigo;
- 15.3 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 gamigo from adhering to the contract as reasonably expected. This is generally the case if
- a. the user violates criminal laws;
 - b. if the user uses Glyph for commercial purposes;
 - c. if the user provides false data when registering or paying for paid services;
 - d. if the user gives one of the reasons for termination No. a., b., c., or any other important reason when using any other user account assigned to it.

- 15.4 In the event that gamigo validly terminates the contract for good cause, gamigo 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 gamigo, 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. If the user has already received the service to be provided by gamigo, there shall be no claim for a refund. In particular, there shall be no refund for Premium Features which the user has ordered from gamigo and has already received.
- 15.5 Each termination must be made in text form (e.g. by letter, e-mail or contact form).
- 15.6 Premium Features granted free of charge are generally not eligible for a refund.

16 Data Protection

gamigo 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 gamigo shall apply.

17 Amendments to the Terms of Use

- 17.1 gamigo reserves 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 to Glyph may also require changes or amendments to the Terms of Use.
- 17.2 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.
- 17.3 The user shall have the right to object to any change or addition within six weeks of publication and the opportunity to inform gamigo. In the event of a timely objection, both 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.
- 17.4 As part of the information on the amendments to these Terms of Use, gamigo 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.

18 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.

18.1 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 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 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 18.1(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.

18.2 **Limitation of Liability.** Access to the platform Glyph, the games provided by the respective Providers (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.

18.3 **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 18.3.

- 18.4 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.

19 Final Provisions

- 19.1 Users are not entitled to transfer their rights arising from this contractual relationship to third parties. Anything to the contrary shall only apply if gamigo expressly agrees to this in writing beforehand. gamigo shall be entitled to transfer the rights and obligations arising 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.
- 19.2 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.
- 19.3 Should individual provisions of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions.
- 19.4 All declarations made as part of the user agreement concluded with gamigo must be made in writing or in text form.
- 19.5 These Terms of Use can be downloaded [here](#).
- 19.6 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>.
- 19.7 gamigo 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).