

Terms of Service for Talk Together Mobile Games

Preamble

Talk Together (“Provider“) provides a platform offering various mobile games, and related services for mobile devices (“Game“). Related services are inter alia the creation of a player account, participation in a forum, purchase of virtual items and virtual currency, as well as other services.

The participants in the Game are referred to as “User”.

§ 1 Scope

1.1 The provider offers services in connection with the Game exclusively on the basis of this Terms of Service (“TOS”).

1.2 The rules of the Game and/or the prerequisites for playing the Game are published on the Game platform in the applicable, current version. The User accepts the rules of the Game and/or the prerequisites of the Game by playing the game.

1.3. This TOS do not apply to services of third persons, including the connection to the internet.

1.4 This TOS do not apply to the relationship of the User with the online shop, in which the Game was downloaded. The purchase conditions regarding the download, payment and costs for the download fall within the scope of the terms of service of the respective online shop.

§ 2 Details of the services

2.1 The Provider enables the Users to play the Game and the related additional services within the existing technical and operational framework.

2.2 The Provider makes the Game and the additional services available via online shops, in which the Game can be downloaded (e.g. iTunes or Google Play).

2.3 It is the responsibility of the User to enable the usage of the Game on her/his mobile device. This includes ensuring that the mobile device is connected to the internet and fulfils the minimum system requirements for the Game. It may be the case that the User has to download and store software, supplied by the Provider, locally on her/his mobile device to play the Game. The Provider offers no support regarding configuration and installation of required software.

2.4 The use of the Game in the basic version is free of charge. The User may purchase a virtual currency for the Game, that can be traded in for virtual items and/or additional features (for purchase modalities please view § 7). The User will be informed of the functions, prerequisites and costs before purchasing in the Game. The virtual currency and virtual items are not a real currency. The Provider does not transfer ownership, but only grants a license. The scope and term of the license depend on the respective virtual item.

2.5 The Game will be updated, modified and developed ongoing to provide the users maximum playing enjoyment. The right to play the Game only applies to the respective current version of the Game. The Provider reserves the right to restrict, change or cease the operation of the

Game at any time without giving any reasons. In case of termination of the operation, the User can reclaim rendered payments. The right of the User to immediately terminate the contract remains unaffected. Further claims of the User are excluded, unless explicitly stated otherwise within this TOS.

2.6 The Provider warrants an average uptime of the game of 90 % per year, excluding technical or other issues, which are not in the sphere of responsibility of the Provider (e.g. force majeure, third party fault etc.), as well as routine maintenance time (announced as early as possible in the Game). The responsibility of the Provider for downtimes because of intent or gross negligence remains unaffected. The Provider has the right to limit the access to the Game or the services, if the security of the network, the maintenance of network integrity, especially the avoidance of severe disruptions of the network, the software or saved data require such measures.

§ 3 User

3.1 The Game is exclusively offered to consumers.

3.2 Only persons above the age of 18 or minors with parental consent - or consent of their legal representatives - are entitled to use the Game.

3.3 By registering for the Game, the User confirms his or her majority and legal competence, respectively in case of minority, the consent of their legal representative. The Provider is entitled to request a verification of the majority, respectively the declaration of consent in written form any time.

§ 4 Registration and conclusion of the contract

4.1 The participation in the Game requires the download of the Game, as well as the registration to the Game and the creation of a game-account ("Account") for the particular game. The registration can be conducted after the download of the Game to the mobile device of the User. After registration, the User may receive a confirmation email, including an assigned password, as well as a link to the printable version of this TOS and the data protection declaration. To complete the registration, Users have to read and confirm these TOS.

4.2 For the registration, the User has to fill out all fields in the registration form, marked as "required". All data in the form, whether provided voluntarily or mandatorily, have to be complete, correct and valid. The User has to provide a current and valid email address via which he or she can be contacted.

4.3 By logging in to the Game, the User provides an offer to enter into a usage contract for the Game to the Provider. The contract is concluded with the acceptance of the Provider. The acceptance can be confirmed by the Provider explicitly or implied by giving the opportunity to play the Game, e.g. by allowing the login or sending the access data to the User. A right to enter into a usage contract or to attend the Game does not exist.

4.4. Every User may only use his own Account for attending to the Game. The creation of multiple accounts by one User is forbidden. A violation of this rule entitles the Provider to terminate the contract with immediate effect (see paragraph 9.4).

4.5 Within the registration the user may choose his or her username. The choice of a username with pornographic, racist, inciting, war or violence glorification, abusive or other unlawful content is forbidden. A violation entitles the Provider to immediately block the user account.

4.6 The User may not transfer his Account without prior consent of the Provider in written form.

§ 5 Note on withdrawal

1. Instruction on your Right to Withdraw:

You can withdraw the User Offer or the purchase of Premium Services or Premium Features in text form (e.g. letter, telefax, e-mail) within 14 days (*Time Limit*). The Time Limit starts when you have received this instruction on your right to withdraw in text form, but not before the conclusion of the contract and not before Provider has fulfilled its informational obligations. It is sufficient to send the withdrawal within the Time Limit. The withdrawal should be addressed to:

info@talktogether.info

In case of a valid withdrawal, both parties have to return the Services they have received and to restitute the benefits based on the use (e.g. interests) if applicable. If you are not able to return completely the services or if you can only return them in part or only in deteriorated condition, you are obliged to pay compensation to this extent, as the case may be. This means that payments have to be provided by you for the time until you have withdrawn your User Offer.

Reimbursements of payments have to be made within 30 days. The time limit starts for you with sending your withdrawal, for us with receipt of your withdrawal.

Please note: The right to withdraw ends prematurely if the contract has been completely fulfilled by both parties upon your express demand before you have exercised your right to withdraw. This is to be assumed if you have used the Services , the Premium Services and/or Premium Features and have fully paid.

End of instruction on your Right to Withdraw

§ 6 Terms of use

6.1 The Game is provided to the Users only within the contractual scope.

6.2 The User is not authorized to use software, measures or mechanics in connection with the Game, that can disturb or modify the functionality or the course of the Game. The User may not carry out measures that lead to an unacceptable or excessive load of the technical capacities of the Provider. In particular, it is not permitted to block, overwrite or modify Provider generated content, unless the Provider declares his prior consent in written form.

6.3 The User is not authorized to add elements to the software of the Game or to modify or delete elements of the software in any way, unless he is authorized explicitly by the Provider in written form. In particular, the User is not authorized to copy, extract or use graphical elements of the Game or to decompile the source code.

6.4 The participation in the game serves the purpose of entertainment only. The User is not permitted to use the Game for commercial or illegal purposes.

6.5 The user is not allowed to execute, use or apply soft- or hardware based applications of third parties which modify or influence the course of the Game or which causes the User to receive benefits, that are usually charged. In particular, the User is not allowed to procure chargeable or other benefits, such as a systematic or automatic control of the Game or single gaming functions, by usage of third- party software or other applications (esp. “bots”, “hacks” or “cheats”).

6.6 The User is not allowed to sell, buy, lease, receive, spread or duplicate virtual items or the virtual currency, in or outside of the game, regardless of the form, if no or no adequate consideration in the form of other virtual items or virtual currency for the same game is provided. This applies in particular to the purchase and the sale of virtual items or currency for real money. The only legal source for chargeable benefits is the Provider. If virtual currency or virtual items are traded or exchanged within the Game to a great extent without adequate consideration, a violation of this paragraph is assumed. The User may prove that the contrary applies.

6.7 Furthermore, the Users are obliged to observe the legal regulations, in particular not to divulge pornographic, racist, offensive, war glorification or other unlawful content, as well as content that is capable of violating the rights of third persons. Additionally, commercial advertising is forbidden. The User commits him- or herself not to use legally protected terms, names, pictures, video, music, games or other material in an unauthorized manner. The provider may delete such content.

§ 7 Payment

7.1 The Users may have the opportunity to receive virtual currency against the payment of a fee. The virtual currency may be exchanged for additional features, that are not available in the free basic version and/or have to be earned by playing the Game.

Type, function and charge of the virtual currency are announced to the Users in advance of the purchase. The purchased virtual items and features enable the User to use additional functions for a certain period, in accordance with the rules of the game. Furthermore, Users are enabled to gain access to additional features via in-app-purchase.

7.2 The Provider reserves the right to offer new additional features and/or items and to remove or change features and/or items from the game respectively, as well as to offer them in the free basic version of the Game.

If a User has been charged for virtual items and/or additional features, that can not be used because of preceding reasons or that are now available in the free basic version, the Provider has to offer the User as substitution other virtual items and/or additional features for the Game or refund the charge proportionally, at the User's discretion.

In this case, the User has the right to terminate the contract with immediate effect. The User does not have any exceeding claims.

7.3 Considerations for the virtual currency as well as for in-app-purchases are due with the final confirmation of the purchase by the User and have to be paid by the payment method which the User has chosen in advance. Due payments are regularly debited from the bank account or from the credit card which the User has supplied, if no other payment method is chosen.

7.4 The Provider is entitled, for a limited time period or constantly, to increase or decrease the prices for the virtual currency, virtual gifts and/or additional features as well as to offer new products, services or payment modalities.

7.5 If the User payments are delayed, the Provider is entitled to claim statutory interest for the delay. In this case, the Provider is entitled to cease the services and to block the Account immediately.

7.6 The User has to bear the costs for reversal debits and/or cancellation fees caused by his or her fault. The Provider is entitled to debit these costs in addition to the original fee. If the payment is processed via direct debit or credit card payment and the payment is charged back, the Provider charges a service fee of GBP 9,00 per debit/credit card transaction plus banking fees. The User is entitled to prove that no or substantially lower damage is suffered.

7.7 The User is allowed to set off exclusively undisputed or legally binding claims against the Provider. Furthermore, the User may exercise his or her right of retention only, if the claims against the Provider originate from the same contractual relation. The User is not entitled to assign his claims against the Provider to a third party.

§ 8 Obligations

8.1 The principal obligation of the User is the payment of charges which may be incurred. Another principal obligation of the User is the obligation to correct and complete submission of data which the Provider requests rightfully upon entering the contract or in the course of the contractual relationship. Therefore, the User declares that the information relating to him or her is complete, adequate and correct. That applies also to other contractually relevant circumstances (especially banking account and credit card number).

The User will inform the Provider promptly on changes of the data and will confirm the data upon request of the Provider.

8.2 The User is obligated to obey instructions of the Provider or his employees, as well as of his vicarious agents. This applies in particular for instructions of administrators and moderators of the Game and of the corresponding forums.

8.3 The Users are aware of the fact that the Game is played together with other Users and that communication takes place via the additional services. To enable interaction, compliance with the rules of the Game is necessary. The Users acknowledge the rules of the Game and the participation prerequisites. The Users will obey the directions of the Provider, represented by the Game masters. Beyond that, the Users are obliged to refrain from everything that disturbs the operation of the Game and game play. In particular, the User is obliged not to submit content that is unlawful or violates public policy. This means especially racist and violence glorification content, content which might severely demoralize children and adolescents or to impair their well-being, as well as content which might damage the Provider's reputation. Also, the User may not advertise such content.

8.4 In case of violations of paragraph 8.3, the Provider is entitled to delete the violating information. The Provider is entitled in particular to delete uploaded information, if concrete indications for a violation of this TOS, the rules of the game or the participation prerequisites exist or the uploaded information is otherwise unlawful.

8.5 In case of an infringement by the User the Provider is entitled to suspend the User's access to his Account temporarily or permanently and to exclude him from the Game after prior notice and under the threat of suspension. A prior notice with the threat of suspension is not necessary if special circumstances justify the immediate suspension of the Account by weighting the interests of the Provider and the User. The Provider informs the User about the reasons for conducting the blocking. The same applies in the case of an abusive use of credit cards, use of improper credit card information as well as submission of incorrect data in the case of direct debit. The suspension of access includes the right to immediately delete all data and information related to the excluded User. The Provider explicitly reserves the right to enforce further claims, especially claims for damage compensation.

8.6 If access is suspended, the Provider refunds previously paid charges proportionally. In case of a legitimate suspension of access, the Provider is entitled to charge a fee of GBP 10,00. The User is entitled to prove that no or substantially lower damage is suffered.

8.7 The Provider is not obliged to restore deleted information.

8.8 The Users will keep all account data, needed for participation in the Game (login data, passwords, etc.), strictly confidential and will not disclose this information to third parties, except the Provider has declared prior consent to the transfer of the account in written form. The Users are obliged not to use the account, the account name or the password of another User without authorization under any circumstances. If a third party uses an Account after he has come into possession of the login data because the User has not sufficiently protected the access data, such access shall be considered as an access by the User him- or herself.

8.9 The Users are obliged to inform the Provider promptly, as soon as they gain knowledge of third persons, obtaining knowledge of their login data. Passwords have to be changed regularly for security purposes. Furthermore, the Users are obliged to inform the Provider, as soon as they gain knowledge of abusive use of the offered services by third parties or other Users.

8.10 In case of a reasonable suspicion of unauthorized knowledge of login data by a third party, the Provider is entitled, but not obliged, to change the login data within his sole discretion or to suspend the usage of the account for security purposes. The Provider will promptly inform the rightful User and will, upon request, communicate new login data within reasonable time. The User can not claim for restoration of his initial login data.

8.11 The systems are protected against virus attacks by the Provider. However, a virus infection can never be excluded entirely. Furthermore, unauthorized third parties may send e-mails in the name of the Provider without its consent. These e-mails may contain viruses, so-called spyware or link to web-content containing viruses or spyware. Provider does not have any influence on such e-mails. Therefore, Users should inspect all incoming e-mails, that have been sent in the name of the Provider. This also applies to e-mails of other Users.

8.12 The Provider is not liable for possible damages or data loss on the mobile device of the User, caused by the installation of software, not originating from the Provider.

8.13 The Provider will generally communicate with the Users via e-mail unless otherwise set out in this TOS or in other agreements. Therefore, the Users have to ensure that they can be contacted via the e-mail address submitted during the registration or later. This has to be ensured, inter alia, by selecting the correct preferences of the spam filter and checking the

e-mail account regularly. The Provider reserves the right to choose a different form of communication.

8.14 The Users are not entitled to assign the contractual rights to third persons.

§ 9 Term and Termination

9.1 The contracts between the User and the Provider are concluded for an indefinite term, unless otherwise stated in the offer.

9.2 Each party has the right to terminate the contract at any time with immediate effect without cause.

9.3 The right of the parties to terminate the contract for good cause shall remain unaffected by the preceding regulations. The Provider is entitled to terminate the contract for good cause, including, but not limited to, for the following reasons:

- a. The User is in delay with payment of at least GBP 10,00 despite two reminders.
- b. The User has not used his Account for a time period of three months despite a reminder.
- c. The Provider loses the permission to operate the game.

9.4 In case of severe violations, generally, termination with immediate effect is possible without prior notice. A severe violation is given if it would be unreasonable that the Provider remains bound by the contract. Generally, it would be unreasonable for the Provider to remain bound by the contract in the following cases:

- a. The User violates criminal law.
- b. The User violates the prohibition of Multiple accounts (see sec. 4, paragraph 4.4).
- c. The User violates the prohibition of transfer of accounts (see sec. 4, paragraph 4.6).
- d. The User uses the Game in a prohibited manner (see sec. 6)
- e. The User submits incorrect information upon registration (see sec. 4) or within the payment process for chargeable services (see sec. 7).
- f. The User trades virtual goods, currency and rights of the Game to third parties for real money.

9.5 In case the User terminates the contract for good cause Provider is responsible for, the User will be refunded for any payments he or she has made for virtual items and/or additional features proportionally for the time period between termination of the contract and the next possibility of ordinary termination. Likewise, the remaining virtual currency on the Account is refunded. Exceeding claims of the User are excluded unless otherwise stated in this TOS.

9.6 In case the Provider rightfully declares the termination for good cause, Provider is entitled to claim 75% of all fees which the User possibly would have had to pay for the remainder of the term. The User remains free to prove that no or only substantially lower damages were suffered.

9.7 Termination notice has to be given in written form whereas e-mail form is sufficient. In the extraordinary termination notice, the reasons for the extraordinary termination must be included.

§ 10 Intellectual Property Rights

10.1 The Game and the content of the corresponding websites are exclusive property of the Provider or the respective licensor. Any unauthorized distribution, copying, reproduction or any other violation of intellectual property rights are subject to criminal and civil prosecution.

10.2 All rights in uploaded user content (texts, files, pictures, photos, video, sounds, music, copyrighted or other material) remain with the respective owners. By uploading information to the platform of the Game, the User grants the Provider a non exclusive, gratuitous und at any time revocable license, to make the content publicly accessible to third parties worldwide on the platform of the Game. By uploading content, User explicitly declares his or her consent. Provider does not obtain any further rights to use the content. The license expires as soon as the User deletes his or her uploaded content from the platform of the Game.

§ 11 Data Protection

The Provider commits himself explicitly to the protection of user privacy and respects the applicable data protection laws for data processing. Further information can be found on the Data Protection Declaration on the website of the Provider.

§ 12 Responsibility for Third Party Content

The Provider provides his Users a platform for mutual communication among users. Users are responsible for the content of this communication, as well as for any other content published by Users on the website of the Provider. The Provider does not have any control over this content and does not carry out regular checks. This content is deemed to be third party content and solely represents the personal opinion of the respective User. The Provider neither makes this content his own content, nor approves it. This also applies to any content which violates any third party rights. The Provider is not liable for this content and, in particular, not for its correctness, completeness and reliability. In case of the provision of links to other websites operated by third parties, the Provider is not responsible for the content of the linked websites. The Provider does not approve these websites and distances himself explicitly from their contents. The providers of these websites are solely responsible for their contents.

§ 13 Specification/ Defects

13.1 The Provider provides access to the Game in the respective version. Users are not entitled to claim maintenance or procurement of a specific function or functionality of the Game and/or the additional services. Users are aware and acknowledge that the Game and its additional services can never be completely free of any defects, like any software. Therefore a defect is only given, if the Game or the usage is severely impaired.

13.2 Users will document possibly occurring defects of the Game, or additional services or deliveries of the Provider in accurate form, especially by recording and submitting error messages in written form. Prior to submission of a possible defect, Users have to consult the provided troubleshooting guides and problem resolution tips (in particular FAQ documents and the user forum). The Users are obliged to support the Provider in removal of the defects.

13.3 The Users have to give immediately and in written form notice to the Provider after discovery of a defect when a defect occurs . In case of obvious defects, the notice has to be provided by the User within four weeks upon receipt of the goods – including virtual goods - or other services. It is sufficient to provide the notice of defect or send the notice of defect per mail in order to meet the time period. Any claims because of obvious defects are excluded after

expiration of that term. It is suggested, in order to preserve evidence, to address defect claims directly to the Provider in written form (fax, e-mail or letter).

13.4 Liability is generally excluded for defects which are based on external influences, handling errors for which Users are responsible for, force majeure, changes which were not performed by the Provider or other manipulations.

13.5 The Provider does not grant any guarantees.

§ 14 Liability

14.1 If services are provided free of charge, the Provider is not liable for damages other than damages caused by gross negligence or intent.

14.2 Where services are provided for remuneration, the Provider is subject to unlimited liability in case of gross negligence or intent. In case of slight negligence, the Provider is only liable for a violation of the essential, contractual obligations or a violation of a guarantee. Essential, contractual obligations, in terms of jurisdiction, are obligations which render the execution of the contract possible and on which the User may rely.

14.3 The preceding limitations of liability do not apply to the liability for harm of life, body and health or in case of the adoption of a guarantee by the Provider. Product liability remains unaffected.

14.4 The obligation for compensation of damages caused by slight negligence of essential, contractual obligations is limited to the foreseeable damage. The foreseeable damage is limited to GBP 50.00 per account.

14.5 The preceding limitations and exclusions of liability also apply to the liability of employees, coworkers, representatives and vicarious agents of the Provider, in particular in favor of shareholders, employees, vicarious agents, institutions and their members concerning their personal liability.

14.6 The Provider is only liable for damages which occur after advising on questions if the questioning concerns one of its games.

14.7 Any liability exceeding the liability as set out in this section 14 of the TOS is excluded. This applies to all claims for violation of contractual obligations and tortious acting.

14.8 The provisions in this section 14 of the TOS do not imply any change of proof of burden to the detriment of the User.

§ 15 Amendment of this TOS

15.1 The Provider reserves the right to amend or expand this TOS at any time with effect for the future, if this appears necessary and does not discriminate the user in bad faith. An amendment may be necessary in particular to conform this TOS to an amendment of the legal situation or to reflect changes of the scope of service concerning the Game and/or additional services. New judicial decisions are considered as an amendment of the legal situation.

15.2 An amendment or expansion of this TOS is announced appropriately at least one month in advance, before the new TOS come into effect, in written form. Regularly, such notice is given by e-mail or on the website of the Provider, but at least by a highlighted notification within the next login of the User.

15.3 The User has the right to object to an amendment or an expansion within one month after it has been announced, and the possibility of taking notice by submitting the objection to the Provider. In case of a duly objection, both parties are entitled to terminate the contract within one month. Further rights of termination remain unaffected. The original TOS commence to apply until termination of the contract. If the User has been charged for services beyond time of termination, the charges are refunded proportionally. Further claims of the User are excluded. If the User does not raise an objection within the time period of one month or continues to use the services afterwards, the amendment or expansion deems to be accepted and applies. In such case, the new TOS become integral part of the contract.

15.4 Within the announcement on the changes of the TOS, the Provider will inform the Users separately about the possibility of objection, termination, the limitation period and the legal consequences and effects, in particular regarding the omission of objection.

15.5 It is recommended to Users to inform themselves regularly about the current state of the TOS.

§ 16 Final Provisions

16.1 Should any provisions of this TOS be held to be or become invalid in whole or in part, the validity of the remaining parts of this TOS is not affected.

London, 22 July 2019