

# General Terms and Conditions

This game is operated by Travian Games GmbH, Wilhelm-Wagenfeld Straße 22, 80807 Munich, hereinafter referred to as "TRAVIAN GAMES". The services provided within the framework of this game are provided exclusively on the basis of these Terms and Conditions (the "terms").

General information:

The operator of the game and the website is Travian Games GmbH (Munich District Court, HRB 173511), Wilhelm-Wagenfeld-Str. 22, 80807 Munich, Germany.

Managing Director: Lars Janssen

In the event of any problems with the website, the game or the purchase of credits, you can reach our customer service at **protest@traviangames.com**. This shall not incur any costs with the exception of those associated with sending the email. Customer service will usually respond to your inquiry within 24 hours. You may only communicate with customer service in the language of the relevant game world of the game.

The statutory liability for defects shall apply; only the claim to compensation is limited in accordance with § 13. Please also note §§ 12 and 13 with additional information in this connection.

## 1. Scope of application

- (1) We hereby expressly object to the applicability of any terms and conditions of the users of the games (hereinafter "user"). Any terms and conditions of users shall only apply if TRAVIAN GAMES has provided its previous written consent.
- (2) In addition to these terms, the relevant applicable game rules, the relevant applicable rules of the forums applicable, the data protection regulations and the game instructions displayed on the website of the game shall apply.
- (3) These terms are published exclusively on the websites of the game. The user can also download and save them onto their hard disk, store them on a permanent data carrier or print them out. These terms have also been saved by TRAVIAN GAMES.
- (4) The terms apply to all users of the game. Once the user has accepted the game user contract, he accepts such as binding. When registering for the game the user will be asked to accept the terms, which shall apply to any use of the game.
- (5) TRAVIAN GAMES offers the game solely to consumers as defined by § 13 of the German Civil Code [BGB]. Use of the game for profit-making or other commercial purposes is prohibited. Only persons aged 18 years at the time of registration are entitled to participate in the game. Minors are only entitled to participate in the game if the consent of their legal representative has been granted prior to registration for the game. When regis-

tering, the user expressly confirms that he has reached the age of 18 and, for minors, that the consent of their legal representative has been obtained. TRAVIAN GAMES may determine that the consent of the legal representative does not suffice.

## **2. Amendment to the terms by TRAVIAN GAMES**

- (1) TRAVIAN GAMES reserves the right to amend or supplement these terms at any time to take effect in the future should this be considered necessary on justifiable grounds (in particular to adapt them to comply with changes to the legal status and legislation or to new technological developments, to close any regulatory loopholes and to expand the scope of services of TRAVIAN GAMES). Should such amendment substantially disrupt the contractual balance between the parties, the amendment shall be omitted.
- (2) The user shall be notified of any amendments to these terms in an appropriate manner. Such notification shall either be carried out on the TRAVIAN GAMES website, whereby a new window will appear when the user logs into the launch page or game platform, by sending an in-game message to the user's own game account or by email to the email address specified by the user. In all cases, the user shall also be informed of the amendment through a highlighted notification the next time he logs into the website or starts the game.
- (3) The user can object to the amendments to the terms in writing within one (1) month after the notification and accessibility of the information, i.e. by sending an email to **protest@traviangames.com** to state the objection.
- (4) Should the user not object to the amended terms within a period of one (1) month after the notification and the accessibility of the information to TRAVIAN GAMES, the amended or supplemented terms shall become binding.
- (5) Should the user object within the period of notice, TRAVIAN GAMES shall be entitled to terminate the contract with no prior notice, resulting in the deletion of the game account. The original terms shall continue to be valid up until the time of the termination of the contract. In this event, the user may demand that the fee paid for credits previously activated but not used (see §§ 5 and 6) be reimbursed or that such credits be transferred to another game world; Credits shall be transferred only to game worlds of the same game and country version where the Credits have been purchased. The user can request reimbursement of credits allocated to premium features (see § 9) that were activated and for which the period of use had not yet commenced at the time the game or game world was discontinued. The credits allocated to previously activated premium features for which the period of use had commenced at the time the game or game world was discontinued will not be reimbursed.
- (6) In the notification of the amendments, TRAVIAN GAMES will specifically draw the user's attention to right to object and terminate the contract, the period of notice and the legal consequences, in particular the consequences of a failure to object.

### 3. Description of the service

- (1) The service of TRAVIAN GAMES consists in the provision of the websites of the game and the provision of the game itself. TRAVIAN GAMES offers the game to users free of charge in a manner that enables the game to be played; only the game itself is free of charge, the user is responsible for any additional costs (e.g. for the transmission of data, hardware and software). In addition, TRAVIAN GAMES enables the user to purchase credits for a fee which entitle the user, at his discretion, to activate premium features which provide additional functions and game options, and may create advantages in the game and in the gaming activities. Credits only apply to the game, the relevant national game world and to the game account from which they were purchased. Credits cannot be exchanged or returned. Please see §§ 5 and 6 for more details on credits and § 9 for more details on premium features.
- (2) The use of the game is only available to users who have accepted a game user contract. The use of the game is enabled from the time a game user contract has been entered into. For this purpose, the user will receive a single, non-transferable right to use the free functions of the game in its current version. The user is not automatically entitled to a game user contract. Notwithstanding different regulations that apply to each game or game world, the user may only have one game account. Please see § 4 for more details regarding the conclusion of a game user contract.
- (3) The game and the game worlds, the value of the credits and the premium features are continuously updated, amended, extended and modified to ensure the game retains the interest of as many users as possible in the long term. Therefore, the user only obtains a right to use the game, credits and premium features in their current version at a given time. The user has no right to request retention of the game, credits and premium features in the version current at the time of accepting the contract.
- (4) At the discretion of TRAVIAN GAMES, the game is subdivided into individual game worlds. The game and individual game worlds are organized in game rounds or as a continually developing game at the discretion of TRAVIAN GAMES. The respective game world will be reset at the end of a game round. The user is not entitled to keep the game situation or position he has reached at this time or to have it transferred to a different game world. Nor is the user entitled to transfer his game account to another game world. The term "game round" will also be used below if the game is designed as a continually developing game over the long term; in this case the term "game round" is intended to mean the "duration of the game". The same principle applies to the term "game world".
- (5) At the end of the game round, the user may request that any previously activated but unused credits be transferred to another game world; Credits shall be transferred only to game worlds of the same game and country version where the Credits have been purchased. The credits allocated to previously activated premium features for which the period of use had not yet commenced at the time the game or game world was discontinued, will be reimbursed. The credits allocated to previously activated premium features for which the period of use had commenced at the time the game or game world was discontinued will not be reimbursed.

- (6) The transfer of credits will take place by sending an email. The user shall be responsible for ensuring that he does not lose the email.
- (7) TRAVIAN GAMES reserves the right to discontinue the operation of the game or of individual game worlds at any time without having to state the grounds for such. TRAVIAN GAMES will provide appropriate prior notice of the discontinuation of the game or the game world operation.

#### **4. Conclusion of the game user contract via registration or download**

- (1) Membership commences upon conclusion of a game user contract for a game world by TRAVIAN GAMES.
- (2) By completing the registration form or starting the download process of the game in an app store, the user makes a binding offer to enter into a game user contract for an indefinite period.
- (3) The user must register personally. Registration by third parties, in particular third parties who register individual persons with various telemedia providers for commercial purposes (registration services or entry services), is not permitted.

#### **5. Purchasing credits**

- (1) TRAVIAN GAMES will provide the user a service in the game that enables him to unlock premium features ("credits") (§ 9). Credits are a game unit that allows the user to unlock premium features. Credits are purchased by the user for a fee and can also, at the discretion of TRAVIAN GAMES, be unlocked by certain actions the user carries out in the game.
- (2) The user has the option of accessing the game shop via the credits symbol, where a range of credit packages are available to purchase at varying costs. All offers presented there are non-binding and only represent an invitation to place an order. Once the user has clicked to select a credit package, he can then choose one of the payment methods available (e.g. credit card, debit mandate etc.). In addition to the various payment methods, information is displayed on the period in which the credits will be credited. The key contract information is also summarized again at a further stage. Here the user has the opportunity to identify and correct any input errors by changing the package size or payment method for instance. The user can cancel this order process at any time without consequences by closing the window and restarting the process. A binding offer for the purchase of the credit package selected is given to the user once he clicks the "Buy" button. Another page also opens when the user clicks the "Buy" button where the user must enter all the information required to transact the payment. The credits purchased will be credited immediately after the payment is verified.
- (3) TRAVIAN GAMES is permitted to request advance payment for the purchase of credits.

- (4) All payment services are processed for TRAVIAN GAMES by TG Payment GmbH, and TG Payment GmbH is solely responsible for processing all the payment transactions. The user performs the full discharge of his obligations to TG Payment GmbH and thereby fulfills his obligation to pay TRAVIAN GAMES through such payment to TG Payment GmbH. TRAVIAN GAMES therefore reserves the right to transfer the user's data to TG Payment GmbH insofar as required to ascertain any fees and to bill the user accordingly. TRAVIAN GAMES may also make user data available to TG Payment GmbH insofar as such is required to collect the receivables.
- (5) The number of credits to be allocated, the game money to be used and the conditions of the respective premium features are displayed in the appropriate list in the game.
- (6) TRAVIAN GAMES does not store the contract text for orders. However, users shall receive email confirmation of their order, which contains the text of the contract. The language available for the text of the contract is the respective language of the game world of the game.
- (7) The value of credits varies according to the tariff chosen and can be modified at any time. The prices stated on the website at the time of the order shall apply. All prices are given including the value added tax (insofar as value added tax is levied). Dispatch costs are not incurred. The current technical and other requirements are listed on the game's website.
- (8) Should TRAVIAN GAMES incur any chargeback costs or cancellations arising from the user's conduct, TRAVIAN GAMES shall suspend any services and block the user's game account with immediate effect. The user's obligation to pay any outstanding fees shall remain unaffected. The user may unlock his account upon payment of the fees due, plus a processing fee. The user shall also bear any costs for the repayment of the fees due and chargeback costs. The chargeback costs shall be in a sum equivalent to €5. The user may provide evidence that no damages or costs were incurred or that such were substantially lower. Game accounts cannot be unlocked in the following countries: Egypt, Algeria, Armenia, Azerbaijan, Bahrain, Djibouti, Indonesia, Iraq, Yemen, Jordan, Qatar, Kuwait, Lebanon, Libya, Morocco, Mauritania, Oman, Autonomous Palestinian Territories, Saudi Arabia, Somalia, Sudan, Tunisia, United Arab Emirates, Vietnam and Western Sahara.
- (9) Any credits for activated premium features whose period of use had commenced shall be reimbursed proportionately for the duration of the blocking of the account. Thus any benefits the user has obtained from the premium features while his account was blocked will be incorporated through the reimbursement.

## **6. Right to use credits**

- (1) When the user's game account is credited with credits, the user is granted a single right of use for the credits purchased for the duration of the game round. Regarding the transfer of credits, the term "sell" shall mean the "transfer to the user of a single, non-transferable right of use for the credits for the duration of the game round, for which a return service must be provided", unless otherwise stipulated in the wording or context

used. The term "buy" therefore means the "acquisition by the user of a single, non-transferable right of use for the credits for the duration of the game round". The terms "buyer", "seller", "sale" and "purchase" and similar terms have corresponding meanings.

- (2) Credits are only valid for the relevant national game world from which they are purchased or to which they have been transferred. The user acknowledges that credits are solely a game function and are not real money. Any trading or exchange of credits for real money is expressly prohibited. Any exchange for real money or return of credits is not permitted, except in the cases stipulated in § 2 (5) sentence 3 and § 7, and irrespective of the liability and warranty regulations as well as any right to revocation.
- (3) Notwithstanding any other agreements and the rights of TRAVIAN GAMES, the right to use credits shall end in any case when the existing game user contract between TRAVIAN GAMES and the user expires, in particular if such contract is terminated. In this event, the user may request that any previously activated but unused credits be transferred to another game world; Credits shall be transferred only to game worlds of the same game and country version where the Credits have been purchased.

## **7. Notice of revocation**

### **Right of revocation**

**You have the right to withdraw from the game user contract and the contract for the purchase of credits within fourteen days without specifying a reason.**

**The revocation period commences fourteen days from the day of contract conclusion.**

**To exercise your right to revocation, you need to inform us (Travian Games GmbH, Wilhelm-Wagenfeld-Straße 22, 80807 Munich, Germany, Tel +49 (0)89 324915-0, Fax +49 (0)89 324915-970, protest@traviangames.com) by means of a clear declaration (such as via letter sent by post, fax or email) of your intention to withdraw from the contract. You may use the attached revocation form template but are not obligated to do so.**

**In order to observe the revocation period, it is deemed sufficient that you send the notice regarding the exercise of the right to revocation prior to the expiration of the revocation period.**

### **Consequences of revocation**

**In the event you have withdrawn from this contract, we undertake to return all payments we have received by you, including delivery costs (with the exception of additional costs that have arisen due to your choice of a different mode of delivery than the cheapest standard deliv-**

ery offered by us) without delay and no later than fourteen days from the date we receive your notice regarding your withdrawal from this contract. In order to settle this return payment, we shall use the same payment method that you originally used for the original transaction, unless we have expressly come to a different agreement with you; under no circumstances shall any fees associated with this return payment be charged to you.

**End of the notice of revocation**

#### **Revocation form template**

**(In the event you wish to withdraw from this contract, please complete this form and send it back to us.)**

**- To: Travian Games GmbH, Wilhelm-Waffenfeld-Straße 22, 80807 Munich, Germany, Tel +49 (0)89 324915-0, Fax +49 (0)89 324915-970, protest@traviangames.com:**

**I/we (\*) hereby withdraw from the contract I/we (\*) concluded for the purchase of the following items (\*) /the rendering of the following services (\*)**

- Ordered on (\*)/received on (\*)**
- Name of the consumer(s)**
- Address of the consumer(s)**
- Signature of the consumer(s) (only for declaration in paper form)**
- Date**

**(\*) Delete as appropriate.**

#### **Special notice:**

**The right to revocation shall expire prematurely for contracts for the delivery of digital content not stored on a physical data carrier, if TRAVIAN GAMES has already begun executing the contract, after the user**

- 1. has given its express consent that TRAVIAN GAMES may begin execution of the contract before expiry of the revocation period, and**
- 2. has acknowledged that it shall lose its right to revocation by providing its consent to start contractual execution.**

When sending a notice of revocation via email, the user is advised to state the username, game account and the game world in the subject line of the email.

### **8. Offsetting, rights of retention**

The user may only offset counterclaims against receivables due from TRAVIAN GAMES if such are undisputed or legally established. The user may only exercise a right of retention if his counterclaim relates to the same contract. The user may not assign any claims against TRAVIAN GAMES to third parties.

## 9. Premium features

- (1) Credits enable the user to unlock premium features during the game. TRAVIAN GAMES reserves the right to require that game money (§ 10) be used to unlock premium features.
- (2) TRAVIAN GAMES offers premium features for the game to its users at its discretion. In particular, premium features may include the following:
  - Item: Virtual item which is available to the user during the game round (e.g. furniture);
  - Artifact: Virtual item which is available to the user during the game round or for a shorter period and provides one or more advantages for the user during the game (e.g. armor with special features);
  - Buff: Additional function which provides one or more one-off advantages for the user during the game (e.g. calling NPC ("non-player character") traders);
  - Boost: Additional function which provides one or more advantages for the user during the game for a certain period (e.g. improved extraction of raw materials);
  - Premium membership: Additional function which enables the user to have an extended range of game functions (e.g. access to statistics);
  - Trading Cards: Virtual collecting cards which represent a random compilation of premium features of the same or different type; each Trading Card represents a premium feature;
  - Wheel of fortune: Purchase of a randomly selected premium feature using credits or game money.

The website of the relevant game world shows the premium features available, the tariff, their functionalities and what is required for them. TRAVIAN GAMES reserves the right to introduce new premium features.

- (3) Insofar as TRAVIAN GAMES offers Trading Cards, TRAVIAN GAMES shall ensure that the value of the Trading Cards acquired is equivalent to the credits allocated. TRAVIAN GAMES reserves the right to make a system available for the game or individual game worlds within which the user can exchange individual or several of the Trading Cards he has acquired for one or several new Trading Cards and/or credits.
- (4) Insofar as TRAVIAN GAMES offers a wheel of fortune, TRAVIAN GAMES shall ensure that the value of the premium features acquired is at least equivalent to the credits used.
- (5) TRAVIAN GAMES reserves the right to provide a platform to the users for the game or individual game worlds within which users can exchange premium features among one another or trade with them.
- (6) TRAVIAN GAMES reserves the right at any time to offer new premium features, to modify individual premium features or to cease offering them. In this event, TRAVIAN GAMES will offer other features as a replacement and/or credit the credits allocated to the user at the user's request had



premium features been activated for which the period of use had not yet commenced at the time of the modification or at the time these are no longer offered in the future. Previously activated premium features for which the period of use had commenced at the time of the modification or the future failure to offer will not be reimbursed.

- (7) If the game user contract existing between TRAVIAN GAMES and the user ends (i.e. by a termination or the discontinuation of the game or a game world), previously activated premium features for which the period of use had commenced at the time of cancellation will not be reimbursed, even if their period of use had not yet expired. The user may request to be credited the credits for previously activated premium features for which the period of use had not yet commenced at the time of such termination.

## **10. Game money**

TRAVIAN GAMES may provide a service to the user in the game which simulates a means of payment within the game ("game money"). Game money is unlocked when the user carries out certain actions in the game. The user acknowledges that game money is solely a game function, and not real money. Any trade or exchange of game money for real money between users is expressly prohibited. In any event, the exchange of game money for real money is not permitted.

## **11. Obligations of the user**

- (1) A user may not have several accounts for one game world simultaneously. However, the user is permitted to have one game account in several game worlds simultaneously. TRAVIAN GAMES reserves the right to allow several game accounts per user for a game or individual game worlds. In this event, TRAVIAN GAMES shall indicate this in an appropriate manner to the user.
- (2) The user undertakes to comply with the laws and regulations applicable to him when using all the games and websites operated by TRAVIAN GAMES. He undertakes to comply with the game rules applicable. Furthermore, he undertakes to refrain from the following actions:
  - Dissemination of statements with abusive, harassing or violent content or with content glorifying violence or with inflammatory, sexist, obscene, pornographic, racist, morally reprehensible content or with other offensive or prohibited content (which includes all names within the game e.g. username, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, association, etc.).
  - The insulting, harassment, threatening, frightening behavior against, or defamation and embarrassment of other users.
  - Dissemination of statements with advertising, religious or political content (which includes all names within the game e.g. username, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, association, etc.).

- The spying, disclosure or dissemination of personal or confidential information of other users, employees of TRAVIAN GAMES or any other disregard of the private sphere of other users or employees of TRAVIAN GAMES.
- Dissemination of untruthful allegations about the race, religion, sex, sexual orientation, origin, social status of other users or employees of TRAVIAN GAMES (which includes all names within the game e.g. username, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, association, etc.).
- The spying out, disclosure or dissemination of confidential information of TRAVIAN GAMES.
- Dissemination of untruthful allegations about TRAVIAN GAMES (which includes all names within the game e.g. username, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, association, etc.).
- Pretending to be an employee of TRAVIAN GAMES or an affiliated company or partner of TRAVIAN GAMES.
- Use of legally protected pictures, photos, graphics, videos, music tracks, sounds, text, brand names, titles, names, software or other content without the consent of the holder(s) of the rights or having permission to do so by law or legal provision.
- Use of prohibited or illegal content.
- Use of errors in the programming (bugs).
- Actions leading to an overload of the servers and/or can considerably adversely affect the game play for other users.
- Hacking or cracking and the encouragement or incitement to carry out hacking or cracking.
- Dissemination of pirated software and the encouragement or incitement to disseminate pirated software.
- Uploading of files containing viruses, Trojan horses, worms or destroyed data.
- Use or dissemination of "auto" software programs, "macro" software programs or other "cheat utility" software programs.
- Modification of the game, the websites of the game or parts thereof.
- Use of software that enables what is referred to as "data mining" or in any other manner intercepting or gathering information related to the game.
- Disruption of transmissions from and to the game servers and the website servers of the game.
- Disruption of transmissions from and to the game servers and the website servers of the game.

(3) The user undertakes to comply with the rules of the game.

- (4) TRAVIAN GAMES only provides a platform for communication between players; the user is responsible for the content of such communication. The platform is solely provided for communication regarding the game. The flooding of the communication platform with messages, chain letters, snowball systems or any other form of spamming is strictly forbidden.
- (5) The user is only entitled to use the game via common web browsers. Any additional use via additional programs, scripts or other supporting tools is expressly prohibited.
- (6) The games and game worlds are intended to provide as much fun for all users for as long as possible. TRAVIAN GAMES is therefore anxious that users comply with stipulations (1) to (5) of such rules and obligations. TRAVIAN GAMES therefore reserves the right to use the appropriate programs and trained personnel to detect any such contractual violations by the user, and to identify the user in the event of any reasonable suspicion of a breach of contract. Users are expressly advised to consult the TRAVIAN GAMES Privacy Policy.
- (7) Violation of any of the rules and obligations set out in (1) to (5) may be punished with the withdrawal of the game progress and/or an immediate temporary block on the game account, depending on the nature of the violation. Should a violation be detected, one of the appropriately trained TRAVIAN GAMES employees shall decide in good faith on the consequences of such violation in each individual case. The user accepts that the decision of the employee is final. In addition, the user accepts that TRAVIAN GAMES cannot disclose the mechanisms used for detecting violations, as such mechanisms could be easily circumvented.
- (8) Violation of any of the rules and obligations set out in (1) to (5) may, after a prior warning notice, lead to an immediate block or deletion of the game account or a termination with immediate effect of the game user contract on justifiable grounds. In the event of serious violations, a warning is not necessary. A violation is considered serious particularly if, when considering all the facts and circumstances of the individual case and taking the interests of both TRAVIAN GAMES and the user into account, TRAVIAN GAMES cannot be reasonably expected to anticipate further violations.
- (9) TRAVIAN GAMES reserves the right to prohibit the user to register for the game again in future following a permanent block or deletion of the game account or an extraordinary termination of the game user contract.
- (10) The user must ensure that the access password he received remains secret and, for security reasons, change his password regularly. Should a third party access the user's game account after acquiring the access data because the user failed to adequately secure such data from access by other users, the user shall be treated as if he himself had acted. The user is entitled to provide evidence that he has not acted, and that he has adequately secured the game account from access by other users.
- (11) Unless otherwise specified in these terms or in any other agreement with the user, TRAVIAN GAMES shall normally communicate with the user by email. The user shall ensure that he receives emails sent by TRAVIAN GAMES to the email address supplied by the user at the time of registration or at a later date. This shall be ensured by appropriate settings of the spam filter and by checking the relevant email address regularly. In other

respects TRAVIAN GAMES reserves the right to select the form of correspondence for any other written communication.

- (12) When the user contacts TRAVIAN GAMES, the user is advised to state his player's name, the game world and the game account to which his inquiry refers.

## **12. Game defects**

- (1) TRAVIAN GAMES provides use of the game and the websites of the game to the user in the version existing at the respective point in time. Without prejudice to any claims in the event of defects in the game or in the websites of the game, the user is not entitled to request that a certain state and/or functional scope of the game be retained or established.
- (2) As a contribution to the correct operation of the game, the user is advised to always appropriately document any defects that occur in the game or in any other deliveries or services of TRAVIAN GAMES and, in particular, to report them, documenting any error messages that occur.
- (3) For the user's own protection, and in particular for reasons of securing evidence, the user is recommended to direct any notices of defects in writing to TRAVIAN GAMES.
- (4) TRAVIAN GAMES shall not assume any guarantees in the legal sense, unless expressly otherwise agreed in writing.

## **13. Liability of TRAVIAN GAMES**

- (1) In the event the user does not purchase any credits for a money fee during its use of the game, TRAVIAN GAMES shall only be liable for damages incurred through the contractual use of the game and only in the case of content (including bad faith) and gross negligence. In cases of legal defects TRAVIAN GAMES shall also only be held liable for defects that were fraudulently concealed. Otherwise paragraphs (5) to (8) shall apply.
- (2) From the time at which the user purchased credits for a money fee during its use of the game, the regulations of the following paragraphs (3) to (8) shall apply for the liability of TRAVIAN GAMES until the end of the respective game round in which the user purchased the credits for a money fee.
- (3) TRAVIAN GAMES shall have unlimited liability in the event of intent and gross negligence. In addition, TRAVIAN GAMES is further liable for the negligent breach of essential contractual obligations. Essential contractual obligations are defined as such obligations that enable the proper implementation of the contract possible in the first place, the breach of which jeopardizes the fulfillment of the object of the contract and the fulfillment of which the user may rely on. In the latter case, however, TRAVIAN GAMES is not liable for damage which is not typical and could not be foreseen. The limitation period for claims stipulated in sentences 2-4 is two years. TRAVIAN GAMES is not liable for any simply negligent breach of other obligations.

- (4) The foreseeable damage is restricted in terms of amount to €100 per game account.
- (5) The limitations and exclusions of liability above shall not apply for the concealment of a defect in bad faith, in the event of death, physical injury and impairment of health or in the event that TRAVIAN GAMES accepts a guarantee. The liability of TRAVIAN GAMES based on the Product Liability Act remains unaffected.
- (6) In other respects, any liability for the recovery of the user's data is restricted in terms of amount to the costs required to recover data which would have been lost even if reasonable data back-up measures had been carried out on a regular basis or which can be recovered from machine-readable data material at a reasonable expense even if no reasonable data back-up measures were carried out in any other manner on a regular basis.
- (7) The limitations and exclusions of liability above shall also apply with regard to the liability of the legal representatives, vicarious agents and employees of TRAVIAN GAMES.
- (8) Any amendment to the burden of proof to the disadvantage of the user is not bound by the abovementioned regulations.

#### **14. Contract duration, termination**

- (1) The contracts between the user and TRAVIAN GAMES relating to the use of the basic version of the game worlds are for an indefinite period unless otherwise determined in the specific offer of TRAVIAN GAMES.
- (2) The game user contract may be terminated at any time with immediate effect by both parties without having to state the grounds for such, unless a fixed-term notice period has been expressly agreed.
- (3) The right of the parties to a termination with notice of the game user contract on justifiable grounds remains unaffected by the provisions above. Extraordinary termination with no prior notice on justifiable grounds is only permitted when such grounds are stated.
- (4) Without prejudice to § 11 (8), in particular TRAVIAN GAMES is entitled to give notice of cancellation of the game user contract on justifiable grounds if:
  - the user has not used his game account for a period described in detail in the game rules following notification of such from TRAVIAN GAMES;
  - the user exchanges or trades credits for real money.
- (5) For technical reasons, a period of several days will elapse before the permanent deletion of the user's data and the game account.
- (6) The termination of a game user contract and/or game account must be made in writing. Fax or email is also considered a valid written form.
- (7) Should the game user contract be terminated, no exchange of game money for real money shall ensue; this also applies to credits, except as described in § 2 (5). Please see § 9 (7) regarding the conversion of previ-

ously activated premium features into credits in the event of a termination.

- (8) In the event of the deletion of a game user account, the validity of the game user contract shall remain unaffected.

## **15. Data protection, advertising**

- (1) TRAVIAN GAMES shall handle all personal data which the user submits during the contractual relations strictly confidentially and in compliance with all relevant data protection regulations.
- (2) For technical reasons, participation in the game and the game-related services is not possible without saving user data. The user agrees to the electronic saving and processing of his data by applying to open a game account or by using game-related services.
- (3) Should a user request the deletion of his data in its entirety, this shall automatically result in the deletion of all the game accounts he has created in the games operated by TRAVIAN GAMES and the cancellation of the game user contract.
- (4) In other respects, the TRAVIAN GAMES Privacy Policy applies.

## **16. Final provisions**

- (1) These terms and all contracts accepted on the basis of these terms shall be subject to the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of legal provisions of German private international law are excluded.
- (2) If the user has his place of residence or habitual place of abode outside the Federal Republic of Germany, the registered office of TRAVIAN GAMES shall be the place of jurisdiction. This also applies if the user's place of residence or habitual place of abode is unknown at the time such legal action is instigated.
- (3) Should provisions of these terms be invalid, this shall not affect the validity of the remaining provisions.

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