

## **General Terms and Conditions**

The game provided under these General Terms and Conditions (the "Game") is offered by Travian Games GmbH (hereinafter "TRAVIAN"). Access to the Game and the services related to the Game is provided exclusively based on these General Terms and Conditions ("GTC").

### **1. SCOPE OF APPLICATION AND CONCLUSION OF AGREEMENT**

(1) An effective game license agreement with TRAVIAN (hereinafter "Game License Agreement") is required for participation in the Game. If the Game must be purchased, the Game's use is only available to those who have purchased the Game and concluded a Game License Agreement.

(2) By setting up a game account, the user submits a binding offer to conclude a Game License Agreement for an indefinite period of time. In doing so, the user is requested to agree to the inclusion of these GTC as amended from time to time. Without such consent, participation in the Game shall not be possible.

(3) The validity of any terms and conditions of the users of the Game (hereinafter "User(s)") is hereby expressly rejected. Any terms and conditions of Users shall only apply if TRAVIAN has expressly agreed to these in writing.

(4) Additional game rules, participation requirements and communication standards for the Game (collectively: "Game Rules") are published on the Game's websites or in the Game itself, as applicable. By participating in the Game, the User also accepts these Game Rules as binding. In case of discrepancies between these GTC and the Game Rules, these GTC shall prevail over the Game Rules unless the Game Rules expressly provide for precedence over these GTC.

(5) TRAVIAN offers the Game exclusively to consumers within the meaning of section 13 German Civil Code (BGB). Using the Game for profit or other commercial purposes is not permitted. Participation in the Game is for entertainment purposes only.

(6) TRAVIAN offers participation in the Game to all persons who have completed the age of 18 at the time of registration for the Game. Minors below the age of 18 are only entitled to play if they have the consent of their legal representative. All persons whose game account has been blocked in accordance with these GTC are explicitly not eligible to participate.

(7) In case of minority of age, the User represents the existence of its legal representative's consent with the registration. TRAVIAN shall be entitled, but not obliged, at any time to demand written evidence for the User's majority of age, or rather, the declaration of consent of its legal representative. As soon as an underage User uses its game account beyond reaching the age of majority, all agreements concluded in connection with its account before reaching the age of majority are considered approved.

(8) The agreement must be concluded in person. Registration and login by third parties, particularly third parties who make registrations of individual persons commercially with various Telemedia providers (registration services or entry services), are not permitted.

(9) With the successful setup of a game account, a Game License Agreement is concluded, which entitles the User to use the Game under the following conditions.

## **2. GAME PERFORMANCE DESCRIPTION**

(1) TRAVIAN offers Users free use of the Game. In addition, TRAVIAN offers the User the possibility of acquiring chargeable credits that can be used, among other things, to activate so-called premium features (chargeable additional functions). Credits are bound to the respective game world and are only valid for the game account they were acquired with. Premium features may be subject to terms and expire over time. The respective durations are clearly marked at the time of purchase. Where available, Users may also have the option of purchasing virtual goods or bundles of such virtual goods against payment.

(2) TRAVIAN grants the Users entitled to participate (cf. Clause 1) a simple right to use the Game, limited in terms of territory, time, and content, revocable, non-exclusive, non-sublicensable, and non-transferable in its respective current version for the duration of the existence of the Game License Agreement. The right of use applies exclusively to private, i.e., neither commercial nor industrial use. The right of use is limited to the game world selected with the game account. A User may not have more than one game account per game world at any one time.

(3) The Game is a so-called live game that is developed as needed and can change at any time. The Game or the game worlds, the various free features, and the premium features can be updated, adapted, extended, and changed by TRAVIAN within the framework of the further development of the Game to keep the Game permanently interesting the largest possible number of Users. The User is not entitled to demand that a specific version of the Game is preserved.

(4) TRAVIAN reserves the right to discontinue the operation of the Game or individual game worlds at any time without giving reasons. TRAVIAN shall announce the

discontinuation of the operation of the Game or the game world in advance with a reasonable period of notice.

(5) The following provisions of this Clause only apply to Games organized in rounds: Each game world goes through a life cycle ("Game Round") which is influenced by the progress of the players in that game world. At the end of the Game Round, the Game ends with a winner, and the respective game world is reset, with all participants losing their game progress achieved up to that point. This is a fundamental game mechanic. Accordingly, Users are not entitled to retain their game situation or position at the end of the Game Round or transfer it to another game world.

(6) At the end of a Game Round, Users may request that credits already purchased and not used be transferred to another game world named by the User. Credits can only be transferred to game worlds of the same Game and country version from which they were acquired. Special servers may have deviating rules which are published at the server start. For premium features that have already been activated but whose use has not yet begun at the end of the Game Round, the credits used to activate the premium feature will be credited back to the User. The User receives corresponding instructions by e-mail. TRAVIAN will inform the User in the e-mail about any special exclusion periods to be observed to transfer to another game world and the consequences of non-compliance.

(7) Users are also entitled to the rights in paragraph (6) if a round of the Game is ended prematurely due to a measure taken by TRAVIAN, and thus the natural end of the Game Round is not reached.

### **3. CHARGEABLE ACQUISITION OF CREDITS OR VIRTUAL GOODS**

(1) For premium features, the purchase of credits, or the purchase of virtual goods, the prices stated on the website at the time of the respective order are valid. All prices include value added tax (if VAT is applicable). TRAVIAN is entitled to demand a fee for the acquisition of credits or virtual goods in advance.

(2) Should TRAVIAN incur chargebacks or cancellations due to behavior for which the User is responsible, TRAVIAN shall be entitled to discontinue the services and block the User's game account as well as terminate the Game License Agreement. The obligation of the User to pay the fee remains unaffected.

(3) TRAVIAN can offer the Users the option of having the blocking deactivated by paying the service fees owed plus the additional costs incurred by TRAVIAN and a processing fee. The offering of such an option is at the discretion of TRAVIAN. TRAVIAN will always offer such an option, subject to paragraph (5) of this Clause, provided that

the User can reasonably demonstrate that the chargeback or cancellation was caused by a typo or similar excusable negligent or non-culpable conduct of the User. TRAVIAN will always refuse to re-activate the service if there are serious indications of intentional behaviour by the User. This applies in particular if there is reasonable suspicion that the cancellation or chargeback is due to attempted credit card fraud.

(4) The additional costs incurred by TRAVIAN as well as the processing fee amount to EUR 5.00. The User is free to furnish proof that such damage did not occur at all or is considerably lower.

(5) For the following countries, the unblocking of a blocked game account is generally not possible for technical and legal reasons: Algeria, Armenia, Azerbaijan, Bahrain, Djibouti, Egypt, Indonesia, Iraq, Jordan, Kuwait, Lebanon, Libya, Mauritania, Morocco, Oman, Autonomous Palestinian Territories, Saudi Arabia, Somalia, Sudan, Tunisia, United Arab Emirates, Vietnam, Western Sahara, Yemen, Qatar.

#### **4. VIRTUAL CURRENCY AND VIRTUAL GOODS**

(1) When credits are added to the User's game account, the User receives a simple right of use for the credits acquired which is limited in time to the Game Round and in content to the game world, and which is non-transferable or sub-licensable. Accordingly, in connection with the transfer of credits, the term "sell" or "buy" means the transfer or acquisition of the right of use described above for a consideration. The terms "buyer", "seller", "sale", and "acquisition", and similar terms have a corresponding meaning in the context of credits. This shall also apply accordingly to other virtual goods.

(2) Any trading or exchange of credits, play money, or other virtual currencies or any virtual goods used in connection with the Game for real money or other consideration outside of the Game is expressly prohibited. This shall not apply if such an exchange or trade is carried out directly with TRAVIAN or TRAVIAN grants express permission for such a trade on platforms to be explicitly named by TRAVIAN. A violation entitles TRAVIAN to immediately terminate the Game License Agreements of all Users involved in the respective process.

(3) Should a User trade in credits, game currency or other virtual currencies or any other virtual goods used in connection with the Game on a large scale, without at the same time providing corresponding virtual consideration in the Game, it shall be assumed that such a User is in breach of the prohibition in paragraph (2) sentence 1 of this Clause. The User may provide proof to the contrary.

(4) Notwithstanding all other agreements and the rights of TRAVIAN, the right to use the credits shall, in any case, end when the Game License Agreement concluded between TRAVIAN and the User ends.

## **5. WITHDRAWAL POLICY**

### **Right of withdrawal**

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

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

**To exercise the right of withdrawal, you must inform us (Travian Games GmbH, Wilhelm-Wagenfeld-Straße 22, 80807 Munich, Germany, telephone +49 (0)89 324915-0, fax +49 (0)89 324915-970, protest@traviangames.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 model withdrawal form, but it 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 shall 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.**

**End of Withdrawal Policy**

**Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract.)

- To: Travian Games GmbH, Wilhelm-Wagenfeld-Str. 22, 80807 Munich, Germany, fax +49 (0)89 324915-970, protest@traviangames.com:

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods/for the provision of the following service (\*),

- Ordered on (\*) / received on (\*),

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(\*) Delete as appropriate.

**Special Notes:**

The right of withdrawal shall expire prematurely for contracts for the supply of digital content that is not contained in a tangible medium if TRAVIAN has begun with the performance of the contract after the User

1. has expressly consented to TRAVIAN beginning with the performance of the contract prior to expiry of the withdrawal period, and

2. has acknowledged that by its consent, it loses the right to withdraw from the contract upon the performance of the contract having commenced.

The User is advised to state the name of the User, the game account and the game world (if applicable) in the subject line of an e-mail withdrawal.

**6. OBLIGATIONS OF THE USER**

(1) Game accounts are bound to the person registered at the beginning and may not be sold, traded, given away or otherwise transferred unless this has been expressly

approved in writing by TRAVIAN. A User may not share its game account with third parties, unless this option is expressly permitted by the type of game account (in particular for so-called "Dual-Accounts").

(2) The use of the Game is only permitted through the regular channels provided for this purpose. For browser games, this means that the usage is rendered via a common Internet browser that has not been specifically modified or manipulated concerning the Game. If, on the other hand, the Game requires the installation of a client, only the unmodified client software originating from TRAVIAN in its respective latest version may be used to play the Game. The use of older client software versions is, in most cases, not possible for technical reasons. Use of the Game through modified client software originating from third parties is expressly prohibited.

(3) The User undertakes to comply with the laws and regulations applicable to it when using all websites and Games operated by TRAVIAN.

(4) Users undertake to comply with the applicable Game Rules.

(5) The following actions are prohibited when using the Game and the communication and interaction options provided to the User by TRAVIAN, including the names and titles to be chosen by the User in the Game:

- Disseminating statements with insulting, harassing, violent, violence promoting, riotous, sexist, obscene, pornographic, racist, morally reprehensible or otherwise objectionable or prohibited content;
- Insulting, harassing, threatening, scaring, slandering other Users;
- Spreading statements with religious or political content;
- Distributing commercial advertising or corresponding promotional statements;
- Any kind of spam or mass mailing of messages, especially messages with non-game related content, chain letters, pyramid schemes, and similar forms of spam;
- Spying on, passing on or disseminating personal or confidential information of third parties (including TRAVIAN and TRAVIAN employees) or otherwise disregarding the privacy of third parties;
- Spreading untrue allegations about race, religion, gender, sexual orientation, origin, social position of third parties or the employees of TRAVIAN;

- Spreading untrue allegations about third parties or TRAVIAN;
- Pretending to be an employee of TRAVIAN or an affiliated company or partner of TRAVIAN;
- Unauthorized use of legally protected materials, in particular pictures, photographs, graphics, videos, music, sounds, texts, trademarks, titles, designations, software or other contents of third parties;
- Use or distribution of prohibited content;
- Deliberate exploitation of bugs, exploits, other errors, security gaps or weaknesses in the programming of the Game or the related website;
- Taking measures that could lead to an excessive load on the servers and/or massively affect the game flow for other Users;
- Hacking or cracking as well as the promotion or encouragement of hacking or cracking; this includes, in particular, the use of third-party software for this purpose;
- Creation or use of cheats, mods, or hacks, as well as the use of other software produced by third parties which purposefully alters the game experience of the Game, without this being expressly intended by the Game;
- Spreading files that contain viruses, Trojans, worms or other malware;
- Use or distribution of software programs that have an automation function that assists the User in playing the Game or takes over the Game in whole or in part. This includes "macro", bot, script or other software programs and other "cheat utility" software programs;
- Modifying or altering the Game, the websites of the Game, or any part thereof;
- Using software that enables so-called "data mining" or otherwise intercepts, alters or collects information related to the Game, in particular data received and sent;
- Infiltrating the game servers or website servers of the Game.

(6) TRAVIAN only provides a platform for communication between the players. The User itself is responsible for the content of such communication. The platform serves



only for game-related communication. Systematic misuse of the platform made available for communication for non-game purposes is prohibited.

(7) A culpable violation of paragraphs (1) to (6) constitutes a breach of contract and may, depending on the severity of the act of infringement, result in a deduction of the game progress, an immediate temporary suspension of the game account or an ordinary or even extraordinary termination of the Game License Agreement.

(8) TRAVIAN reserves the right to refuse the User the conclusion of a new Game License Agreement after a permanent blocking or deletion of a game account, especially after an extraordinary termination of the Game License Agreement caused by the User.

(9) The User must keep the password received for access to the Game confidential and change it regularly for security reasons. If a third party makes use of a User's game account after having obtained the related login data because the User has not sufficiently protected such data against unauthorized access, the User must allow itself to be treated as if the User itself had acted. The User is free to prove that it was not the User who acted and that the User has sufficiently secured the game account against unauthorized access. For special Dual-Accounts or comparable accounts offered by TRAVIAN for multiple Users, the authorized Users may share the account data as long as all authorized Users adhere to the special usage rules of the Dual-Accounts and observe the applicable restrictions.

(10) TRAVIAN will communicate with the User mainly by e-mail. It is the responsibility of the User to ensure that e-mails sent by TRAVIAN to the e-mail address provided by the User during registration or later communicated to TRAVIAN reach the User and, in particular, that a spam filter does not block them and that the User takes note of them.

## **7. CONDITION AND AVAILABILITY OF THE GAME**

(1) TRAVIAN makes the use of the Game and the website of the Game available to the User in its respective existing version. The User has no claim to the preservation or creation of a certain condition and/or functional scope of the Game or the website of the Game.

(2) TRAVIAN warrants an average annual availability of its Game of at least 95 %. This warranty does not apply to downtimes during which the servers of the Game cannot be accessed due to technical or other circumstances beyond the control of the provider (for instance, force majeure, third party fault, etc.). Also excluded are periods during which regular maintenance work is carried out, or updates, patches, and extensions are installed on the Game's servers.

(3) The User is encouraged to document in a meaningful manner any errors and bugs that may occur and, in particular, to report them to TRAVIAN in writing via the provided support portal by logging any error messages displayed. This may be the only way for TRAVIAN to learn about the respective error or bug, and only then can it check whether and how an error correction is possible.

(4) TRAVIAN does not assume any guarantees in the legal sense unless expressly agreed otherwise in writing.

## **8. LIABILITY OF TRAVIAN**

(1) If TRAVIAN provides services to the User in return for payment, TRAVIAN shall be liable without restriction in the event of intent and gross negligence. In the event of a breach of essential contractual obligations, TRAVIAN shall also be liable for slight negligence, but in each case limited to the foreseeable damage. Essential contractual obligations, also known as "cardinal obligations," are those obligations that make the proper execution of the agreement possible in the first place, whose violation endangers the achievement of the purpose of the agreement and on whose fulfillment the User may rely. Apart from that, liability is excluded subject to paragraph (3) of this Clause.

(2) Insofar as TRAVIAN renders services to the User free of charge, TRAVIAN shall be liable in the event of intent and gross negligence. TRAVIAN is not liable for slight negligence in the case of free services provided to the User, subject to paragraph (3) of this Clause.

(3) The above limitations and exclusions of liability shall not apply in the event of fraudulent concealment of a defect, in the event of injury to life, body or health or in the event of TRAVIAN assuming a guarantee. The liability of TRAVIAN under the Product Liability Act shall remain unaffected.

(4) In the event of a loss of data, TRAVIAN shall be liable, except in the case of willful destruction of data, up to a maximum of the costs which are or would be incurred to restore the data from a backup of the User.

(5) The above exclusions or limitations of liability also apply with regard to the liability of the legal representatives, vicarious agents and assistants of TRAVIAN.

(6) The above provisions are not related to any change of the burden of proof to the disadvantage of the User.

## 9. TERM, TERMINATION

(1) The Game License Agreement between the User and TRAVIAN is concluded for an indefinite period of time unless otherwise specified in the specific offer made by TRAVIAN.

(2) The Game License Agreement may be terminated by either party at any time without giving reasons with a notice period of 7 days, unless a limited term has been expressly agreed.

(3) The right of the parties to extraordinary termination of the Game License Agreement without notice for good cause remains unaffected by the above provisions.

(4) TRAVIAN is entitled to terminate the Game License Agreement for good cause in particular if

- the User does not use his game account for a period of at least 12 months despite being reminded twice by TRAVIAN;
- the User, contrary to Clause 4 paragraph (2), acquires credits, game currency, virtual currency or virtual services for the Game for real money from third parties or sells them to third parties or trades in corresponding virtual currencies and goods outside the Game;
- the User defaults on payment of the fees with an amount of at least EUR 10.00 and does not pay despite being reminded twice;
- the User culpably commits a serious breach of the obligations under Clause 6.

(5) Before TRAVIAN issues an extraordinary termination notice, a warning notice must normally be issued to draw the User's attention to its misconduct and indicate the threat of termination. In case of serious violations, immediate termination without prior warning notice is permissible. A serious violation is a violation where TRAVIAN cannot be required to further adhere to the agreement.

(6) A termination requires the written form.

(7) Notwithstanding all other legal or contractual rights, TRAVIAN may temporarily or permanently exclude Users who culpably violate regularly, repeatedly, or notably legal regulations, the rights of third parties, the Game Rules and these GTC from accessing to the Game. Such blocking may also apply to parts of the Game. TRAVIAN can, for instance, restrict a User's chat function or exclude a User from using forums or other

communication platforms, especially if the User concerned insults or harasses other Users.

## **10. AMENDMENT OF THE GTC BY TRAVIAN**

(1) TRAVIAN reserves the right to amend or supplement these GTC with effect for the future, if this is deemed necessary for valid reasons. This includes in particular cases in which adjustments to the legal and statutory situation or new technical developments are necessary, gaps in the regulations are to be closed, or the range of services of TRAVIAN is changed. If the contractual balance between the parties is significantly disturbed by the amendment and if the amendment becomes unreasonable for the User, as a result, the amendment shall not be made.

(2) The User will be informed of any changes to these GTC in an appropriate manner by notification. The notification is made either directly on the Game website, by opening a special window when logging into or starting the Game, by sending an in-game message to the User's game account, or by sending an e-mail to the e-mail address provided by the User. No later than the next time the User logs in or starts the Game, the User will be informed of any amendments by a prominently marked notification.

(3) The User may object to the amendments to the GTC in writing within 6 weeks of receipt of the notification and the opportunity to take note. Among other things, the User can send an e-mail to [protest@traviangames.com](mailto:protest@traviangames.com) in which the User declares its objection.

(4) If the User does not object to the amended GTC within the deadline, the amended or supplemented GTC shall become effective towards the User.

(5) If the User objects within the time limit, TRAVIAN has the right to terminate the agreement without further prior notification, which will also result in the deletion of the game account. The original GTC will then remain effective until termination of the agreement.

(6) TRAVIAN will specifically point out to the User in the notification of the GTC amendments the possibility of objection and termination, the time limit and the legal consequences, in particular with regard to a failure to object.

## **11. FINAL PROVISIONS**

(1) Any agreements concluded on the basis of these GTC and related claims shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. If the User has

concluded the agreement as a consumer, the mandatory consumer protection provisions applicable in the state in which the User has its usual place of residence shall also apply, provided that these provisions grant the User more extensive protection.

(2) The User may only offset claims of TRAVIAN against counterclaims that have arisen through the exercise of the statutory right of withdrawal or with undisputed or legally established counterclaims. The User can only exercise a right of retention if its counterclaim is based on the same contractual relationship. The assignment of claims of the User against TRAVIAN to third parties is excluded.

(3) Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions.

(4) The European Commission offers a platform for online dispute resolution available under <http://ec.europa.eu/consumers/odr/>. We are neither willing nor obligated to participate in dispute resolution procedures (including before a consumer dispute resolution authority, online dispute resolution, and alternative dispute resolution). If you have a complaint, please contact us directly at [protest@traviangames.com](mailto:protest@traviangames.com).

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General Information on Provider:

Travian Games GmbH, Wilhelm-Wagenfeld-Straße 22, 80807 Munich, Germany