

General Terms and Conditions for "Football Empire"

1 Subject matter of the contract; conditions of use

- 1.1 The game "Football Empire" is provided and operated by Digamore Entertainment GmbH, Eupener Str.60, 50933 Cologne ("Digamore"). These General Terms and Conditions ("GTC") govern the free download of the "Football Empire" game app and the use of the game and its content, including the websites, applications, features and other materials and related services provided by Digamore in accordance with these GTC and the Game Rules (see Section 11) (collectively referred to as the "Game").
- 1.2 Digamore may from time to time provide free updates for the app in the respective App Store that modify the functionality of the app. These terms of use apply accordingly to all updates and to the app in its respective updated version. Digamore recommends to always use the latest available version of the app to avoid problems when viewing and using the game. Digamore is however under no obligation to provide updates.
- 1.3 The exact system requirements and the full range of functions that come with the app and the respective updates can be found in the product description or update description available in the respective App Store.
- 1.4 The app is provided free of charge in object code format. The source code of the app is not part of the subject of the contract.
- 1.5 The app may only be used for private entertainment purposes. The commercial use of the app and its contents is expressly excluded, unless otherwise expressly agreed in writing between the parties.
- 1.6 Using the game app is generally free of charge. The user may however purchase the right to use special game content against payment. Paid content is governed by the special provisions set out in these General Terms and Conditions for such services.
- 1.7 Digamore may provide the user with communication facilities for his own contributions, for example as part of a "news" function in the game or in an official forum on a website operated by Digamore, which the user is permitted to use within the limits of actual availability and in accordance with these provisions set out in these Terms and Conditions. The user is however not entitled to the provision of said communication facilities.

- 1.8 It is not possible for the operator to exercise direct control over all posts contributed. The operator cannot permanently monitor the online contributions of visitors and members. He therefore assumes no responsibility for the content, accuracy and form of individual contributions posted. Each user is responsible for his or her own contribution. The publication of illegal, insulting and/or criminal contributions as well as contributions that infringe against these General Terms and Conditions is expressly prohibited. Each user is required to comply with the applicable statutory requirements, i.e. those under criminal law, the law on the protection of minors, trademark law, copyright law and the law regulating unfair competition. The publication of any kind of commercial advertising in the contributions, i.e. as textual content, link or banner insertion, is also prohibited. In the case of infringements against these General Terms and Conditions or statutory requirements, Digamore reserves the right to delete individual posts and/or to temporarily or permanently revoke the write permission for individual users. Any further rights and claims of Digamore remain without prejudice.

2 Inception of a Contract

- 2.1 The contract governing the use of the game including the granting of usage rights to the app is incepted upon the user clicking the "Install" button on the product description page displayed in the respective App Store (product information may vary depending on the App Store) and, if necessary, entering his password for the respective App Store; further details may be governed by the General Terms and Conditions of the respective App Store. A separate registration after downloading the app is not required.
- 2.2 Contracts for the purchase of paid content (see Section 5) are incepted as follows: By selecting the desired content from the game's shop area and clicking on the "Pay" button or a correspondingly labelled button, the user submits a binding offer to purchase the selected digital products. Digamore accepts such an offer to enter into a contract by crediting or activating the ordered contents in the user's game. The steps resulting in the inception of a contract may vary depending on the App Store (e.g. iTunes, Google Play). The Terms of Use of the respective App Store apply additionally to the purchase of content from an App Store.
- 2.3 The user may revoke his offer in accordance with Clause 2.2 at any time before the respective steps that trigger the payment process within the respective App Store or payment service provider have been completed. Before then, input errors can also be corrected by clicking the "Cancel" button displayed in the game.
- 2.4 The contract language is German. Digamore does not store the contractual contents.

3 Use of the Game; Obligations of the User

- 3.1 The contract may only be incepted between the parties personally and not by way of automated methods or by third parties.
- 3.2 The user is permitted to use the game for private purposes only. Commercial use of any kind, including the distribution of advertising and other commercial offers, is expressly prohibited.

- 3.3 The account is in the name of an individual and expressly not transferable. The user therefore undertakes not to transfer his account to third parties, neither against payment nor as a gratuity.
- 3.4 Any interference with the game for manipulative purposes is prohibited. This includes in particular the use of software and mechanisms that interfere with the game or grant the user an unfair advantage over other players. It is in particular prohibited to the create and/or use of hacks, mods, cheats, bots and data mining tools.
- 3.5 The user is responsible for backing up the data on his equipment regularly as appropriate considering the data's importance to the user.

4 Availability of the game

Digamore operates the Game during the term of this Agreement with an average up-time of 95% over the year, excluding regular maintenance.

5 Additional contents

- 5.1 The download and use of the app is free of charge. Items and virtual game currency can be collected or earned in the game free of charge. The virtual game currency can be used to activate individual additional contents or additional functionalities (together "additional contents") that are not available in the basic version.
- 5.2 It is also possible (though not required) to purchase virtual currency and other additional content. The exact description and functions of the respective additional content are explained in detail on the website of the game and/or application and/or in the game itself.
- 5.3 Virtual objects do not qualify as property in the meaning of § 90 BGB (German Civil Code). The user therefore acquires no title in them, but only a simple, non-transferable right of use limited to the term of the usage contract with the operator, which the user is granted when the virtual objects are credited to his account. To the extent the terms "sell" or "purchase" or similar terms are used in connection with the acquisition of virtual objects, this means a right of use has been granted.
- 5.4 The user can use the virtual objects to acquire advantages or other virtual objects described in more detail in the game, provided his virtual objects credited to his user account are sufficient the purchase. Users may also expend their virtual objects when playing the game. Digamore may refuse performance for as long as the user account is blocked or the user is blocked from using the game. The right of use lapses once the user has expended his virtual objects in the game, and in any case that time the contract of use between the user and the operator of the game expires.
- 5.5 Virtual currency does not constitute real money, has no fixed exchange rate and is also not a means of payment or electronic money in the meaning of banking law and particularly not for the purposes of the Payment Services Supervision Act (ZAG). The swapping of virtual objects against real currency is prohibited. This also applies to virtual objects the user acquired during the use of the game. Any swap and trade with virtual objects is prohibited.

- 5.6 The user is prohibited from utilising the virtual objects for any commercial purpose. The user may only use the virtual objects for entertainment purposes.
- 5.7 Digamore reserves the right to modify the type, scope and contents of the additional service with respective effect on the future, to discontinue them and/or to make paid content available in the free version of the game. To provide clarification in cases of doubt, any changes to the characteristics of an additional service (e.g. price changes or changes to the service description) will not affect additional content the user has already purchased.
- 5.8 Unless expressly stated otherwise, all prices are final prices including taxes and any costs of crediting or providing a purchase. Fees for additional services fall due for payment in advance at the time a contract is incepted.
- 5.9 The respective available payment systems (e.g. PayPal, credit card, premium SMS) are set out in the terms of use of the respective App Store. The user is not entitled to be granted use of any particular payment system.
- 5.10 Game features purchased with virtual game currency within the game (e.g. items, reduced waiting time, energy and other functions acquired with it) and the virtual currency or other additional content cannot be returned; there is no obligation to refund the fee paid for the virtual game currency, unless Digamore terminates the user contract or a refund has been expressly agreed otherwise. Digamore is in particular under no obligation to refund virtual game currency if the user terminates the user contract. This leaves the statutory right of revocation and its preclusion without prejudice.

6 REVOCATION INFORMATION

The following revocation policy applies to the purchase of additional paid services by consumers:

Right of revocation

You have the right to revoke your contractual declaration to purchase additional services within fourteen days without stating reasons. The revocation period is fourteen days from the contract date.

To exercise your right of revocation, you must serve us,

Digamore Entertainment Ltd
Eupener Str.60
50933 Cologne
E-mail: support@footballempire.com
Phone: +4922188892920.

your unambiguous declaration setting out your decision to rescind the contract (e.g. a letter or e-mail sent by post). You may use the attached template revocation for, which is not mandatory.

You will be keeping with the revocation period, as long as you dispatch your notice of revocation prior to expiry of the revocation.

Implications of a revocation

If you revoke this Agreement, we will refund all payments received from you, including delivery costs (except for the additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), promptly and no later than after 14 days from the day we receive notice of your notice of revocation. We will issue your refund to the same payment method as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund.

Premature expiry of the right of revocation

Your right of revocation will expire prematurely if we have commenced performance of the contract prior to expiry of the revocation period and you have acknowledged that you will waive your revocation right at the time performance of the contract is commenced.

End of the revocation instruction

Revocation information

Revocation information

(If you wish to revoke this contract, please complete and return this form.)

to:

Digamore Entertainment Ltd
Eupener Str.60
50933 Cologne, Germany
E-mail: support@footballempire.com

I/we (*) hereby revoke the contract incepted by me/us (*) for the purchase of the following products (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if communicated on paper)

Date

*) strikeout if not applicable.

7 Copyrights and industrial property rights; granting of rights

- 7.1 All copyrights, rights of use and other intellectual property rights in relation to the game and individual contents of the game and the related communication of Digamore are the property of Digamore or are protected by third party licensors. The user may only use the content made available to him for the purposes of the game. The user is only granted a simple, non-transferable, non-sublicensable right limited to the term of this contract to install the game on his own equipment activated for the installation of apps from the respective App Store and to only use it in executable code. The user must delete the app before disposing of such equipment, as well as at the end of the contract.
- 7.2 Without the express prior written consent of Digamore, the user is not permitted to use, copy, store, edit, decompile, reverse engineer and/or distribute the contents of the game or the marketing materials of Digamore, such as texts, images, graphics, characters, logos, music, sounds, sound sequences, videos, programs, software code, testimonials and other information outside of using the game (prohibition of "reverse engineering"). In particular, testimonials and photos used by Digamore for marketing purposes are also subject to copyright and personal rights protection.
- 7.3 The same applies to name rights and other trademark rights. Any use outside the game in general and for commercial purposes in particular is prohibited without Digamore's express written consent. This also applies to merchandise.
- 7.4 Digamore expressly points out the following: If a user offers his account or parts of it for sale on the Internet against payment, this constitutes not a violation of the essential obligations of these General Terms and Conditions, as well as an infringement against copyright law and possibly trademark law for which we will seek compensation of damages.

8 User's undertaking to indemnify against legal infringements

In the case of an infringement against third party rights, in particular intellectual property rights (e.g. copyrights or trademark rights), in connection with any content distributed or otherwise made accessible by a user or caused by an infringement against these General Terms and Conditions, the user undertakes to indemnify Digamore and all affiliated companies, employees and vicarious agents of Digamore against all claims and other relief sought by third parties (including the costs incurred, such as reasonably incurred legal representation and court costs), provided the user is at fault for the infringement.

9 Warranty

- 9.1 To the extent the game is made available free of charge, the law does not provide for any warranty claims on the part of the user. Digamore is only liable for defects in the app in cases where it has fraudulently concealed a defect.

- 9.2 Digamore's warranty for additional paid content is limited as follows: Digamore warrants that these contents have the features stated in the app or in the App Store for a period of 24 months from download. If a content is defective and the user reports such defect to Digamore, Digamore shall remedy the defect (e.g. by an update) or provide the user with a defect-free new version of the content within a reasonable period to be set by the user. If subsequent performance is ultimately refused or fails, the user is entitled to a price reduction or rescission from the purchase contract for the concerned content and may in either case claim damages as provided for in these terms of use.

10 Limitation of liability

- 10.1 To the extent the game is provided free of charge, Digamore is only liable for wilful intent or gross negligence in accordance with the statutory provisions.
- 10.2 For paid additional content, Digamore's liability is limited as follows:
- 10.2.1 Digamore will bear unlimited statutory liability for wilful intent, gross negligence, injury to life, limb or health, failure to honour guarantee that is explicitly stated as such, as well as under the Product Liability Act.
- 10.2.2 Except in the cases described in point 10.2.1 Digamore will only be liable for slight negligence if it infringes against an essential contractual obligation. Essential contractual obligations are those whose performance renders the achievement of the contractual purpose possible in the first place and on whose performance the user is ordinarily entitled to rely on.
- 10.2.3 In the cases set out in point 10.2.2, Digamore will only be liable for the foreseeable damages that are typical for the type of contract entered into.
- 10.2.4 Digamore's liability for slight negligence is excluded.
- 10.3 The user is required to back up his data regularly. To the extent Digamore bears causal liability for a loss of data under this point 8, such liability is limited to the restoration expenditure that would have been incurred if regular and risk-appropriate production of backup copies had been created.
- 10.4 Digamore is not liable for damages resulting from a modification of the app by the user or from a software or hardware environment that does not satisfy the system requirements.
- 10.5 The above limitations of liability apply accordingly to the liability of Digamore's shareholders, legal representatives, employees, agents and vicarious agents.

11 Game rules

- 11.1 The communication options offered in the context of the game, including on ancillary Internet pages and service offers serve the exclusive purpose of facilitating game-related exchanges between the users. Misuse for other personal or commercial purposes (such as advertising, political or religious statements) is prohibited. Digamore is under no obligation to provide any communication options.

- 11.2 The user acknowledges that Digamore does not tolerate any messages, postings or other content that contains the following in any of the communication options made available by Digamore within the game or outside of it.
- Derogatory language, vulgar or obscene language or sexual content, whether explicit or implied;
 - Religious, political or socio-political statements of opinion;
 - Insulting, slanderous, defamatory, threatening or otherwise harassing suggestions, comments and/or images;
 - Names that are deemed inappropriate for game characters or user accounts under the provisions of these General Terms and Conditions; in this case, Digamore is entitled to take action as set out in point 12.2, to delete such inappropriate names or to at least assign a different name;
 - Copyrighted or trademarked material of third parties without their express written permission;
 - Requests for passwords and personal information of other users (e.g. last name, address, telephone number, date of birth, etc.);
 - Links to commercial websites operated by third parties;
 - Advertising, including raffles, contests or other competitions;
 - "Cheats" or "hacks" software, or information or links to such software or websites claiming to offer software that abuses the users' passwords; or
 - Other information that Digamore, in its sole discretion, deems inappropriate or unsuitable for distribution in relation with the game and its target group.
- 11.3 The user is responsible for ensuring that the content posted or communicated by him does not violate any rights in general and third-party copyrights in particular. In the event contents uploaded by the user causes Digamore to be exposed to a claim, the user will indemnify Digamore against all resulting costs to the extent the user is at fault for the violation.
- 11.4 It is prohibited to knowingly interfere with the communication of other users, i.e. by repeatedly interrupting a conversation between other members, by harassment or by creating enemies or hostilities.
- 11.5 Digamore expressly notes that it is not possible to permanently monitor the contents posted by the user. Users do however have the ability to report violations committed by others. Private messages are only reviewed if a participant to the communication reports such message as a violation. Digamore will then review the message as soon as possible and edit or delete the contents as indicated.

11.6 The user is prohibited from exploiting errors in the programming (so-called bugs) for his own advantage. Any bugs identified by users should be reported to the e-mail address support@footballempire.com

11.7 The user is prohibited from taking any action that would causes excessive data traffic or interfere with the operation of the game. Automatic or semi-automatic scripts that execute database queries or trigger game mechanisms are prohibited. Any manipulation of the data stored on the server is also prohibited.

12 Right to impose virtual house rules

12.1 The game and all related online offers of Digamore are subject to Digamore's right to impose virtual house rules. This means the right of the operator of a virtual space (e.g. a website or app) to assess the behaviour of the users of this virtual space on compliance with the General Terms and Conditions and to take appropriate action in the event of an infringement. Digamore reserves the right to make unlimited use of its right to impose virtual house rules as it deems necessary.

12.2 If a user fails to conduct himself as required under these General Terms and Conditions or violates the game rules or rules of conduct listed in section 0, Digamore will be entitled to block, delete and/or permanently disqualify the concerned content and user, and/or disqualify or delete game characters, and/or disqualify the user from continued use of the game temporarily or, if proportionate, permanently and/or delete his user account in the interest of protecting the other users. The user will in this case not be entitled to a refund or other compensation for a payment made. Digamore will, in cases where such an approach is reasonable, inform the user before taking action as set out and give him the opportunity to provide clarification or remedy the infringement. Such information of the user would, as an example, be deemed unreasonable if it could potentially result in damage for Digamore. A user who has been blocked is prohibited from registering and/or using a new account for the game.

13 Sanctions, immediate termination, disqualification from the game

13.1 Digamore may terminate the contract with the user with immediate effect pursuant to point 14.3 and disqualify such user from its service offers, if he infringes against these General Terms and Conditions by

- registering several accounts or transferring (or trying to transfer) his account to a third party.
- uses his account for commercial or advertising purposes.
- misuses the log-in data of other users.
- manipulative interference using software and mechanisms.
- violates the game rules set out in point 0 and fails to cease such infringement after being served a warning. In the case of serious violations, a warning letter is dispensable if Digamore cannot reasonably be expected to remain in the contract.

- Infringes against copyrights and/or other proprietary rights of third parties.

13.2 In less serious cases determined at the sole discretion of Digamore, an internal penalty, e.g. in the form of a downgrade, may be imposed on the user instead of disqualifying him from the game. The user is however not entitled to being sanctioned by way of a penalty rather than a disqualification from the game.

14 Contract term and termination

14.1 The contract of use is concluded for an indefinite term. The user may terminate the contract at any time without observing a notice period and without giving reasons by (i) deleting the app from his equipment and changing the settings in his account with the respective App Store, or (ii) by sending an e-mail to support@footballempire.com. As a result of the termination, all stored information about the user's account that bears relevance under data protection regulation will be deleted or, if legal regulations require the data to be retained, blocked and only deleted at the end of the retention period. This includes the e-mail address and other data of the user. To the extent such information is still present in regular backup files, their manual deletion would entail a disproportionate effort. In these cases, the information is deleted as soon as the backup is overwritten.

14.2 Digamore may terminate the contractual relationship at any time without stating reasons and subject to a notice period of 2 weeks.

14.3 The right to terminate for goods cause remains without prejudice. Digamore is in particular entitled to terminate the contract without prior notice for good cause in the cases specified in point 13.1 of these General Terms and Conditions.

14.4 Digamore is required to terminate by way of a written notice (via e-mail or the message system in the game is sufficient for this purpose).

15 Final clauses

15.1 Any different arrangements or general terms and conditions of the user will only apply with the prior written approval of Digamore.

15.2 Digamore will notify the user if these General Terms and Conditions are modified or adjusted. Such notification will be accompanied by the new version of the General Terms and Conditions together with their effective date. Any notification (by email or messaging system) of a modification must observe a period of six weeks advance notice. The user may object against the amended General Terms and Conditions. A user who does not object against a modification within six (6) weeks from receipt of the notification is deemed to have accepted the modifications. The notification serves the purpose of Digamore expressly informing the user of his right of object, the period for objections and the consequences of failing to object. This modification mechanism applies only if Digamore has a legitimate interest in the modifications (for example adaptation to comply with amended laws or new case law) and in no case for any modification of the principal performance obligations owed by the parties.

- 15.3 In the event this provision or any other provision stipulate in these General Terms and Conditions is or becomes ineffective, the remaining provisions shall not be prejudiced. The contracting parties will mutually agree on such legally effective provision to replace the ineffective provision as comes closest to the commercial objective and purpose of the ineffective provision. The preceding provision will apply accordingly in the event of regulatory gaps.
- 15.4 The law of the Federal Republic of Germany applies to the exclusion of conflict of laws provisions. Application of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The contract language is German.
- 15.5 If the user has no general place of jurisdiction in Germany or transfers his residence to another country after entering into the contract, or if his residence is not known at the time legal action is filed, the place of jurisdiction for all disputes is Cologne. Digamore is also entitled to bring legal action at the user's place of jurisdiction.
- 15.6 The European Commission provides an online dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/> Consumers may use this platform to settle their disputes. Digamore declares that it is neither willing nor required to participate in dispute resolution proceedings before a consumer arbitration body.

Booth: May 2018