

# General Terms and Conditions

Valid from 01.06.2022

## 1 Subject; Area of Validity

1.1 The following general terms and conditions regulate the use of online and mobile games and other services provided by Stillfront Germany GmbH (hereafter “Stillfront Germany GmbH”), Borselstraße 20, 22765 Hamburg, on Stillfront Germany GmbH’ websites and in app stores.

1.2 Stillfront Germany GmbH reserves the right to continuously develop its online games, mobile games and other service offerings in order to ensure they remain consistently attractive to the largest possible number of users. Users are to be informed about this in an appropriate manner.

1.3 Online and mobile games as well as other services offered by Stillfront Germany GmbH are intended solely for the purpose of entertainment. The use of these games or services for business or commercial purposes is strictly prohibited. Stillfront Germany GmbH advises users that rollbacks or content resets may occur in individual online games or mobile games, in which game progress and, in some cases, virtual items acquired in the game are reset. This may happen in particular where Stillfront Germany GmbH has allowed the user to participate in an online or mobile game that is not yet complete (soft launch or beta version).

1.4 The user is required to ensure that their digital environment is compatible with the technical requirements of the digital product. Prior to concluding the contract, the user is able to view the technical requirements at <https://goodgamestudios.com/requirements>.

1.5 In addition to these general terms and conditions, any existing rules relating to the respective online game or mobile game shall also apply. In the case of an inconsistency between these general terms and conditions and the rules of the game, the provisions of these general terms and conditions shall take precedence. In addition, specific terms and conditions shall also apply to certain online or mobile games, specific versions and/or components of online or mobile games, and individual services offered on Stillfront Germany GmbH' websites as appropriate. Users will be appropriately informed of any specific terms and conditions prior to use of the respective offer.

1.6 Users have the opportunity to use the services provided by contractual partners of Stillfront Germany GmbH for various online and mobile games as well as other services. In these cases, a separate contract between the user and the respective contractual partner of Stillfront Germany GmbH shall be concluded. Users will be informed of this in an appropriate manner prior to concluding the contract.

1.7 Other provisions or general terms and conditions of the user that deviate from Stillfront Germany GmbH' general terms and conditions shall only apply if Stillfront Germany GmbH gives prior consent to their validity.

## 2 Conclusion of Contract

2.1 In order to use the online and mobile games and other services provided by Stillfront Germany GmbH, users must register for and, if needed, install the app in question. Users have no right to claim registration or conclusion of a contract with Stillfront Germany GmbH.

2.2 Only natural persons are eligible for registration. Only individual persons are permitted to be authorized users (no groups, families, spouses or life partners, etc.).



2.3 Persons under 16 years of age are not permitted to register.

2.4 Users are not permitted to download mobile games via the Apple App Store if this would violate a legal prohibition. This may apply, for example, in the following cases:

- If users are located in a country that is subject to an embargo by the US government or in a country that the US government classifies as supportive of terrorism.
- If users are on the US government's list of prohibited or restricted parties.

2.5 Users must enter a player name and generally an email address registered to the user in order to register for the online games; the mobile games require a player name. Users have no claim to a particular player name. The selected player name may not infringe upon the rights of third parties and violate existing legal prohibitions or common decency. Moreover, no email or web address may be used as a player name. Users must ensure that the information provided to Stillfront Germany GmbH during registration is genuine and complete.

2.6 For individual games, users may also register via third-party providers (for example, social networks or cellphone app stores). For this purpose, the data required for registration is retrieved from the user's account with the respective third-party provider.

2.7 The registration must be conducted in person. Registration performed via third parties, especially those that register individual people commercially at various service providers (registration services and/or entry services), is not permitted.

2.8 Upon successful registration, the user opens an account (hereafter, "User Account") which the user manages independently. The User Account cannot be transferred without the consent of Stillfront Germany GmbH.



2.9 A right to registration or activation does not exist.

## 3 General User Obligations

### 3.1 User Data

Users agree to immediately inform Stillfront Germany GmbH of any future changes to data entered upon registration, in particular any change to the email address. Users are obliged to confirm the accuracy of their data to Stillfront Germany GmbH upon request.

### 3.2 Login Data, Identification, Passwords

3.2.1 Users are required to maintain strict confidentiality regarding all login data, identification, and passwords.

3.2.2 The terms “login data,” “identification,” and “passwords” include all letter and/or character and/or number sequences, used to authenticate users and to prevent use by unauthorized third parties. The password should not be identical to the player name and should consist of a combination of numbers and letters.

3.2.3 Users are required to protect all login data, identification, and passwords from third-party access.

3.2.4 In the event that a user has reason to believe that third parties have obtained or may have obtained unauthorized login data, identification, or passwords, they shall inform Stillfront Germany GmbH immediately and change their data or have it changed by Stillfront Germany GmbH. In this case or in the event that Stillfront Germany GmbH has concrete evidence of misuse of data, Stillfront Germany GmbH has the right to temporarily block access to the user’s account. If there is evidence of misuse of data, Stillfront Germany GmbH shall inform the user.



3.2.5 Users are under no circumstances entitled to use the login data of another user, unless the rules of the respective online or mobile game or other service allow for exceptions.

### 3.3 Use of Stillfront Germany GmbH Internet pages and content of Internet pages

3.3.1 Stillfront Germany GmbH' websites and mobile games include various content that is protected by trademarks, copyrights, or other means for the benefit of Stillfront Germany GmbH or third parties. Unless explicitly permitted within these general terms and conditions, users may not edit, copy, distribute, publicly reproduce, use for advertising purposes, or use beyond the contractually agreed purposes any of Stillfront Germany GmbH' websites, mobile games, or the content or any portion thereof. Only technical copies intended for browsing purposes and permanent copies intended solely for private use are permitted. Copyright information and brand names may not be changed, hidden, or removed.

3.3.2 The term "content" includes all data, images, text, graphics, music, sounds, sound sequences, videos, software programs and codes, and other information provided by Stillfront Germany GmbH. The term "content" also includes, in particular, all services available for download.

3.3.3 Users are obliged to abstain from any activities which may compromise or interrupt the proper functioning of Stillfront Germany GmbH' websites, any individual services and/or offers there, or its online and mobile games. Users are also required to abstain from any activities which may allow unauthorized access to data. Content may only be called up in a manner that does not affect other users' use of Stillfront Germany GmbH' websites and content. The transfer of data or software that may affect the hardware or software of recipients is not permitted.



3.3.4 Any use of Stillfront Germany GmbH' websites or mobile games for commercial purposes, especially advertising purposes, requires the express prior written consent of Stillfront Germany GmbH.

3.3.5 Users are not entitled to publish content on Stillfront Germany GmbH' websites, online games, mobile games, or other services.

3.3.6 The use of Stillfront Germany GmbH' Internet sites through an anonymization service that is hiding the true IP address of the user is not permitted.

3.4 In the case of offers which require the prior installation of a client software, Stillfront Germany GmbH grants the user an unrestricted, non-exclusive, non-transferable, personal, and time-limited (in terms of the user agreement) right to install the client software and use it for the agreed purposes according to these general terms and conditions and the rules of the respective game. Any form of commercial use of the software is prohibited. Modifications to the client software and a back-translation of the relinquished programming code into other code forms (decompilation) and other types of reverse engineering of the software's various production levels are prohibited if these are not required for establishing interoperability. Stillfront Germany GmbH is liable for damages to the user in accordance with the statutory liability provisions.

## 4 Specific Terms for the Use of Online and Mobile Games

4.1 The user may only take part in every round (e.g. World, Universe, etc.) of an online game or mobile game using one user account, unless the respective rules of the game allow for exceptions to this. Accounts that violate the above rule may be deleted or banned under the conditions of item 9.

4.2 Users are prohibited from any form of manipulative interference in online or mobile games. In particular, users are not entitled to utilize measures, mechanisms, or software that could interfere with the



function or progress of the game. Users may not take measures that may cause an unreasonable or excessive burden on technical capacity. Users are not allowed to block, rewrite, or modify content generated by the game administration or to interfere with the game in any other manner.

#### 4.3 Under no circumstances may users

a) create or use cheats, mods and/or hacks, or any other third-party software products that may change the result of the online or mobile games;

b) use software that allows “data mining” or otherwise intercepts or collects information in connection with the online and mobile games;

c) use virtual items outside of online or mobile games, buy for “real” money or sell or swap virtual objects that are used in online or mobile games; and/or

d) sell, buy, or trade user accounts.

This includes all circumventions, similar actions, or actions that produce an effect that matches the aforementioned bans.

4.4 Users are also prohibited from running the online game (including all individual web pages) with other programs besides an Internet browser or the client program that has been provided. This refers in particular to so-called bots and other tools meant to replace or supplement the web interface. Also prohibited are scripts and completely or partially automated programs that provide users with an advantage over other users. This includes auto-refresh functions and other integrated browser mechanisms if they involve automated procedures.

4.5 Automated opening of user accounts, regardless of whether the home page is displayed or not, is not permitted.



4.6 Stillfront Germany GmbH or contractors authorized by Stillfront Germany GmbH hold all and exclusive rights to items used and virtual items provided in online or mobile games. Users will only receive a non-exclusive right of use to the virtual items for the duration of the user agreement, but under no circumstances ownership.

## 5 Specific Conditions for the Use of Communication Facilities (Particularly Discussion Forums, Chats, Comments)

5.1 Stillfront Germany GmbH may provide users with different communication facilities for self-created entries and posts on Stillfront Germany GmbH' websites, in the game, and on social networks (particularly discussion forums, chats, blogs, guest books, etc. as well as the utilization of their comment functions, altogether known as the "communication facilities"), which the user may use when available. In this regard, Stillfront Germany GmbH only provides users with the technical environment for an exchange of information. However, users do not have the right to claim communication features.

5.2 Users take full responsibility for the content and entries they post. Users agree to release Stillfront Germany GmbH from any legitimate claims from third parties arising from a culpable violation of the users' obligations. Stillfront Germany GmbH expressly disclaims any ownership of content posted by users.

5.3 Within the context of these communication facilities, users are prohibited from publishing or distributing content on Stillfront Germany GmbH' websites that:

- a) violates an applicable law, goes against common decency, or breaches the general terms and conditions or the rules of the respective game;
- b) violates trademarks, patents, utility or design patterns, copyrights, trade secrets, or other rights of third parties;





c) is obscene, racist, violent, pornographic, of adult content, or otherwise threatening to the development of children and adolescents, or of a detrimental nature;

d) is of an abusive, harassing, or defamatory nature;

e) includes chain letters or pyramid schemes;

f) falsely suggests that it is provided or supported by Stillfront Germany GmbH;

g) contains personal data belonging to third parties without their explicit consent; and/or

h) is commercial, in particular promotional, in nature.

5.4 The inclusion of websites, company or product names is only permitted when it is not primarily for the purpose of advertising.

5.5 All users of these communication facilities are required to use appropriate and acceptable language. Defamatory criticism or derogatory attacks are not permitted.

5.6 Notwithstanding any other rights under these general terms and conditions, Stillfront Germany GmbH has the right to fully or partially remove content and entries that violate the rules of these general terms and conditions. Stillfront Germany GmbH also has the right to permanently or temporarily suspend users who violate these rules from further use of the communication facilities, or to terminate the contract under the conditions of item 9.

## 6 Consequences of Breach of Duty

6.1 Stillfront Germany GmbH is not liable for damages resulting from a breach of duty by users.



6.2 Regardless of any additional legal or contractual rights, it is at the reasonable discretion of Stillfront Germany GmbH, against any user who culpably breaches statutory law, third-party rights, these general terms and conditions, or any respective additional regulations and game rules, to:

a) delete content;

b) warn a user;

c) temporarily or permanently block a user from specific or all online and mobile games and content of Stillfront Germany GmbH' websites;

d) suspend a user, including from certain game functions (e.g. chat);

e) issue a temporary or permanent virtual ban from the house; and/or

f) terminate the user contract under the conditions of item 9 of these terms and conditions.

6.3 If users have been blocked or excluded, they may not log in to a service provided by Stillfront Germany GmbH without the prior consent of Stillfront Germany GmbH.

## 7 Usage Fees

7.1 Users can play the online and mobile games essentially offered free of charge. However, the user can use money to purchase virtual currency (e.g. rubies, gold, jewels, the "premium currency"), certain virtual features, and other services (together with the "purchasable features") within the context of the online games and mobile games. The price of the desired virtual currency appears in euros, US dollars, or in another currency used in the user's region. The user can purchase advantages or virtual items in the online or mobile game with the premium currency purchased.



7.2 Users will be informed separately about the features available for purchase, especially which function each feature provides, the duration of availability of the feature for purchase (if applicable), the purchase price and the available payment methods in connection with the online or mobile game.

7.3 Users can submit their offers to purchase the available features by selecting the desired item and desired payment method offered in the respective online game or mobile game, then clicking on the Buy Now button, and thus concluding the order process. The contract between the user and Stillfront Germany GmbH is concluded upon the successful completion of the order process.

7.4 The payment options vary according to the online or mobile game, participant country, and the market availability of technically feasible payment options. They are displayed to the user at the start of the order process.

7.5 The money is collected via the service provider commissioned by the user for the respective payment process or via a transfer made by the user; for mobile games, money is collected via the respective app store. In individual cases, the general terms and conditions included by the authorized service provider may be applicable in addition to the general terms and conditions of Stillfront Germany GmbH.

7.6 After completion of the payment process or, in the case of a transfer, after the receipt of the money in Stillfront Germany GmbH' account, Stillfront Germany GmbH shall credit the purchased features to the user's account.

7.7 In mobile games on the websites of individual business partners and in online and mobile games that have been integrated into social networks, the conclusion of the contract may deviate from the procedure described here. In these cases, users will be informed on the specific procedure for concluding a contract.



7.8 The user acknowledges and ensures that all the information provided in the context of a payment transaction (in particular bank account, credit card number, etc.) is complete and correct.

7.9 Stillfront Germany GmbH retains the right to increase or decrease the fees for all individual features in all future cases of purchases of purchasable features.

7.10 In case of default, statutory interest accrues. Stillfront Germany GmbH is also entitled to block the user account, recover further damages, and terminate services.

7.11 Should Stillfront Germany GmbH incur back charges or cancellation fees at the fault of the user (including an inadequate account balance), the user shall bear the costs incurred from this.

## 8 Indemnification and Limitation of Liability

8.1 Users are directly liable to third parties for violation of their rights. The user shall reimburse Stillfront Germany GmbH in accordance with statutory provisions for all damages resulting from the culpable non-observance of the obligations of these terms and conditions, in particular if such damages arise from claims by third parties. This may also include the costs of Stillfront Germany GmbH' legal defense, including all court and legal fees. This condition does not apply if the user is not responsible for the infringement.

8.2 The liability of Stillfront Germany GmbH, on whatever legal grounds, whether due to contractual misconduct or breach of duty, is ultimately determined in accordance with the following rules:

8.2.1 Stillfront Germany GmbH is liable for intent and gross negligence without limitation, but only for slight negligence in case of the breach of essential contractual obligations. In the event of a breach of such contractual obligations, liability is limited to the damages that are typical of the contract.



As previously stated, “essential contractual obligations” are the obligations that may be relied upon by the user and that ensure that the contract runs in accordance with its regulations and achieves the contractual aim.

8.2.2 All other liability of Stillfront Germany GmbH is excluded.

8.2.3 Stillfront Germany GmbH recommends that users regularly backup their data in order to avoid unnecessary damages.

8.2.4 The aforementioned liability limitations do not apply in cases of explicit guarantees made by Stillfront Germany GmbH, in cases of malice, and for damages due to the loss of life, limb, or health. Liability shall remain unaffected under the Product Liability Act.

## 9 Contract Duration; Deletion of User Accounts

9.1 Unless stated otherwise for the respective online game, mobile game or other service, the contract for the use of the Stillfront Germany GmbH portal, online and mobile games and other service offerings runs for an indefinite period. The contract begins upon accreditation or activation of an account by Stillfront Germany GmbH.

9.2 The contract may be terminated at any time by either party. Termination by Stillfront Germany GmbH shall become effective after one month. Termination by the user is effective immediately. Deletion of the data provided by the user to Stillfront Germany GmbH“or a request from the user to delete said data”shall be considered a termination by the user.

9.3 Either party has the right to terminate the contract for cause without giving notice. If the cause is the violation of an obligation arising from these terms and conditions, the termination is only permissible following the expiration of a deadline set for remedial action or after an ineffective warning. The setting of a deadline for remedial action and a warning are also superfluous if there are special



circumstances which, under consideration of the interests of both parties, justify immediate termination.

Conditions that justify an immediate termination by Stillfront Germany GmbH exist in particular if

- a) a behavior significantly affecting the game experience of other players is being displayed;
- b) cheats, mods and/or “hacks” as well as any other form of software, tools or scripts is being used that alters the gaming experience or the game mechanisms of online or mobile games;
- c) third parties make use of a user’s account, unless the rules of the game allow for specific exceptions;
- d) a user makes use of a third-party user account or uses more than one user account per online game, unless the rules of the game allow for specific exceptions;
- e) a user of virtual objects that are being used in online or mobile games uses said objects outside of the online or mobile games, attempts to buy or sell them for “real” money, or tries to barter using them;
- f) the user has sold, purchased or exchanged a user account without Stillfront Germany GmbH’ consent;
- g) the user culpably violates laws that serve to protect other persons or Stillfront Germany GmbH;
- h) the user deliberately violates these general terms and conditions, additional governing provisions, and/or the rules of the game; and/or
- i) Stillfront Germany GmbH has lost the right to operate the respective online game or mobile game, in particular due to the termination of a licensing agreement or due to an official or legal decision.



9.4 Any termination must be made in written form. The customer may also terminate the contract online by clicking a corresponding button and in accordance with item 9.2.

9.5 In the case of extended inactivity, Stillfront Germany GmbH is entitled to delete the inactive user account after giving prior notice of this. The length of inactivity may vary depending on the online game or mobile game, but it is generally between 90 and 240 days. Following termination, Stillfront Germany GmbH has the right to delete the user account at the end of the contract and at its reasonable discretion within the framework of the applicable law.

## 10 Online Dispute Resolution

10.1 The EU Commission provides a platform for online dispute resolution between consumers and online traders (ODR platform). The ODR platform can be accessed via the following link: <http://www.ec.europa.eu/consumers/odr>.

10.2 We can be reached via the ODR platform. However, we do not intend to participate in a dispute resolution procedure before a consumer arbitration board and are not under any obligation to do so. We will communicate with our users directly if we are contacted.

## 11 Governing Law

The laws of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The mandatory provisions of the country in which the user resides shall remain unaffected by this legal decision.

## 12 Amendments to these General Terms and Conditions; Miscellaneous

12.1 Stillfront Germany GmbH retains the right to modify these terms and conditions (a) in the event of any amendments made due to legal



changes; (b) in the event of any amendments made due to decisions by the Supreme Court; (c) because of technical necessity; (d) in order to maintain company operations; (e) in the event of a change in market conditions; and/or (f) for the benefit of the user. No amendment will take place if such amendment would substantially disrupt the contractual balance between the parties. Users will be informed of any amendments to the general terms and conditions via the Stillfront Germany GmbH' website and via the respective online or mobile game at least six weeks before the amendment is scheduled to take effect. Alternatively, Stillfront Germany GmbH may send its users the amended general terms and conditions via email or inform them that the amended general terms and conditions can be accessed via the Stillfront Germany GmbH' websites. The user is entitled to object to any amendment within four weeks. The terms and conditions are deemed to have been accepted if the user remains silent for the four-week period or if the user opens the game again after receiving notification of the amended terms and conditions. Stillfront Germany GmbH will specifically inform its users about the four-week period, the right of withdrawal, and the legal significance of remaining silent.

12.2 Users are only entitled to an offset if their counterclaims have been legally established or have been recognized by Stillfront Germany GmbH and are uncontested or have resulted from this synallagmatic legal relationship. Users can only exercise a right of retention provided that it pertains to claims arising from this contract.

12.3 Stillfront Germany GmbH communicates with the user usually by email unless indicated otherwise by these terms and conditions. Users need to ensure that they regularly check the email account specified at registration for messages from Stillfront Germany GmbH. When contacting Stillfront Germany GmbH, users must indicate which online or mobile game and which user account the message concerns.

12.4 If any provision of these terms and conditions should be or become ineffective and/or oppose statutory provisions, the





effectiveness of the remaining provisions of the terms and conditions will not be affected.

\*\*\*

Notes on Licenses:

The game design of Goodgame Gangster is licensed by Playa Games GmbH.

“Twemoji” emoji graphics from Twitter, Inc. and other contributors are licensed under CC-BY 4.0:

<https://creativecommons.org/licenses/by/4.0/>



