

# General terms and conditions of Seal Media GmbH for the use of browser games and game apps (GTC)

## § 1 Scope, user

1. Seal Media ("Seal Media"), Sophienblatt 21, 24103 Kiel, offers its users ("user") browser games ("browser games") and mobile games apps ("games apps") (jointly "games"). These general terms and conditions ("GTC") apply exclusively to all legal relationships between Seal Media and its users. The terms and conditions of the user do not apply. These GTC apply in particular to all services and the provision of content by Seal Media within the games and the display of user profiles, the participation of users in forums, the display of user content (e.g. text, photos, graphics, videos etc.) and the provision of in-game news systems.
2. Seal Media offers its games exclusively to consumers in the meaning of section 13 of the Civil Code (BGB). The use of the games of Seal Media for profit or other commercial purposes is precluded. Entitled to use are all persons who are 18 years or above at the date of user registration. Minors must obtain the approval of their legal representative prior to user registration. By registering for the use of the games the user explicitly assures that he is of legal age and capacity or, in the case of minors, that he has the approval of his legal representative.
3. These GTC govern the use of the games of Seal Media. The user of browser games can be achieved via a personal computer on the internet using a telephone, ISDN, DSL or other equivalent connection. Their use is also possible via various other internet-enabled end devices, but the functional scope and/or display might be limited. The use of apps requires a corresponding end device, a suitable internet connection and supported operating system.  
  
Issues arising in connection with the provision of the connections and the link between the websites and the games and third party software (browser, access software) are not subject of these GTC because these services are not provided by Seal Media.

## **§ 2 Game instructions and game rules**

1. The game instructions and game rules for the respective games are published exclusively on the respective game website.
2. In case of contradictions between game rules or game instructions issued by Seal Media and these GTC, the provisions of these GTC take priority.
3. The user is aware that he plays together with many other players in a game world. To facilitate beneficial interaction, adherence to rules is necessary. By participating the user accepts the game rules as binding. Furthermore, the user will abstain from anything that disrupts the game operation and beneficial interaction. Violations of the respective applicable rules may be sanctioned by Seal Media with a
4. time-limited blocking of the user. This applies uniformly to all games - even if this is not explicitly stated in the rules - So-called multi-accounts are prohibited. Every user may only operate one account per game. If several users share an internet access, this must be notified to Seal Media in writing. The user must demonstrate credibly that such cases do not constitute a so-called multi-account. Furthermore, external programs (subsequently called scripts) used by the user to manipulate functions. Processes and actions in the game, are prohibited. In case of violations against these rules, Seal Media can block the user temporarily or permanently.

## **§ 3 Changes to the GTC, game instructions and game rules**

1. Seal Media reserves the right to change these GTC, the game instructions and game rules at any time with effect also within already existing contractual relationships. Seal Media will inform the user about such changes during the login to the respective game platform via in-game message or by email. If the user does not object within 30 days after receipt of the communication and/or continues using the games after expiry of the objection period, the changes are considered to have been agreed effectively after expiry of the period. In case of an objection the contract will be continued under the existing conditions. In the change notification Seal Media will inform the user about his right to object and the consequences.

2. In case of changes to sales tax Seal Media is entitled to adjust the fees in line with this change without the above-mentioned right to object being applicable.
3. If the user objects in accordance with clause 1, both parties are entitled to terminate the respective contracts ordinarily in accordance with **section 15** of these GTC.

#### **§ 4 Contractual partners, language, contract text storage**

1. **All contracts about the use of the games, the acquisition of coins and the provision and use of premium content are entered into exclusively with Seal Media GmbH, Sophienblatt 21, 24103 Kiel (phone: +49 431 800 892 0; fax: +49 431 800 892 15; email: info (at) sealmedia.de).**
2. **The contractual language is German.**
3. **We do not store the contract text.**

#### **§ 5 Subject of the contract**

1. Seal Media enables the users within the available technical and operational possibilities the participation in the games offered by the company. Participation in the games is for entertainment purposes only.
2. The use of browser games is enabled by Seal Media providing the application required for participation online at the respective game URL.
3. Seal Media enables the use of games apps by providing the respective app for download and installation on the respective end device.
4. Participation is only available to such persons who have previously registered for a customer account (subsequently "account"). The interested party can register for any of the games on offer by completing a form and entering various information. The use of the games will be enabled from the date at which Seal Media has created an account for the user for the respective game. After creation of the account the user can participate in the respective game by opening the corresponding URL and logging in.
5. The respective up-to-date technical and other game conditions can be found on the websites of the games.

6. The games are continuously updated, adapted, expanded and modified. Therefore, the user is only granted a usage right to the respective game in the respective current version.
7. The use of the games in their basic version is free of charge. However, some features are only available to paying users (see item 7).
8. The user has no claim for the games to be maintained in the version existing at the time of entering into the contract. Seal Media reserves the right to discontinue the operation of a game at any time without stating reasons. At his discretion the user may ask for any advance fees paid by him (e.g. for premium features) to be credited to other games of his choice operated by Seal Media or for Seal Media to reimburse the advance fees paid. Any further claims of the user are precluded.

#### **§ 6 Browser games: Contract conclusion and inclusion of the GTC**

4. As part of the browser games operated by it Seal Media provides the option to create a free account to use the respective game. A condition for participation in a browser game is the prior registration of the user. If the user enters his data in the form provided for this purpose in the respective browser game and actuates the "Register" button, he thereby issues a binding offer for the conclusion of a license contract about the use of the free content of the browser game ("browser game license agreement"). At the same time he accepts these GTC and their inclusion in the contract. The contract comes into effect with the release of a user account by Seal Media at the latest.
5. **The browser game license agreement is entered into exclusively with Seal Media GmbH, Sophienblatt 21, 24103 Kiel (phone: +49 431 800 892 0; fax: +49 431 800 892 15; email: info (at) sealmedia.de) and not with the operator of the respective store.**
6. The user is not entitled to the conclusion of a browser game license agreement. Seal Media reserves the right to reject the offer of the user.
7. The browser game license agreement can be terminated at any time by either party without stating reasons. Seal Media has the right under exclusion of any compensation claims to discontinue the browser game at any time without stating reasons.

8. If there is an option in connection with the games to enter into contracts with partner companies, then the respective partner company becomes the contractual partner and not Seal Media. These GTC do not apply to such contracts.

#### **§ 7 Games apps: Contract conclusion and inclusion of the GTC**

1. Games apps can be obtained from the stores of various providers (e.g. Apple App store, Google Play store, etc. "stores") by downloading them to the mobile end device. Games apps are usually offered for free download. By downloading the games app to his mobile end device and installing it the user issues a binding offer to enter into a contract for the free use of the games app ("games app license agreement"). The user accepts these GTC and their inclusion in the contract by downloading and installing the games app but by actuating the button "I accept the GTC" at the latest. The contract comes into effect at the latest with the first provisioning of the game content by Seal Media after successful registration of the user.
2. **The games app license agreement is entered into exclusively with Seal Media GmbH, Sophienblatt 21, 24103 Kiel (phone: +49 431 800 892 0; fax: +49 431 800 892 15; email: info (at) sealmedia.de) and not with the operator of the respective store.**
3. The user is not entitled to the conclusion of a games app license agreement. Seal Media reserves the right to reject the offer of the user.
4. The games app license agreement can be terminated at any time by either party without stating reasons. Seal Media has the right under exclusion of any compensation claims to discontinue the games app at any time without stating reasons.
5. If there is an option in connection with the games to enter into contracts with partner companies, then the respective partner company becomes the contractual partner and not Seal Media. These GTC do not apply to such contracts.
6. The store providers are neither obliged nor entitled to provide maintenance, support and other services for the user in relation to the games app. Such services are reserved for Seal Media. The user shall contact Seal Media as contractual partner for support inquiries and to assert claims etc.

7. Downloading the games app is prohibited if the user is based in a country subject to an embargo by the government of the USA or which is categorized by the government of the USA as a country supporting terrorism. By downloading the app the user assures that he is not based in a country in the meaning of sentence 1 and not included in a list of "Prohibited or restricted parties" of the US government.
8. The provider of the respective store is entitled as third party beneficiary of the contract between the user and Seal Media to enforce this contract against the user.

## **§ 8 Basic version, coins, premium content**

### **1. Basic version**

Seal Media provides generally provides the games to the users after creating an account (see above section 5). In this case the user initially only has a basic version available. Creating the account and the use of the basic version are free of charge. The basic version may be time-limited and can be played in full.

### **2. Virtual currency / coins**

- a) The user has the option to acquire a virtual currency ("coins") in exchange for paying a fee as part of in-game purchases. This is not a real currency. coins can be used to obtain additional features, such as items, boosters, virtual goods etc. ("premium content"). In the individual games different virtual currencies and different features might be offered. Coins and features cannot be transferred between different games. The user has a cancellation right with regard to the acquisition of coins in accordance with **section 14**.
- b) The user cannot acquire coins individually but only in packages with different total amounts (e.g. 2500 coins). The user has the option to acquire coins in an area described as "shop" ("in-game shop") in the respective game. The user issues a binding offer for the conclusion of a purchase agreement for coins by selecting in the respective game shop in the category "LOAD COINS" an amount of coins and then actuating the "Buy" button. The contract comes into effect by Seal Media crediting the coins to the user account of the user.

- c) **The contract about the acquisition of coins is entered into exclusively with Seal Media GmbH, Sophienblatt 21, 24103 Kiel (phone: +49 431 800 892 0; fax: +49 431 800 892 15; email: info (at) sealmedia.de).**
- d) The prices specified in the respective game shop apply. **The prices are inclusive of any applicable statutory sales tax.**
- e) The prices indicated in the game shop do not include any fees or costs of payment providers used by the user. Seal Media does not have any influence upon such costs.
- f) The user only has an entitlement to the repayment of monetary amounts paid by him for the acquisition of coins if Seal Media terminates the operation of the games and only if the coins have not yet been used up (e.g. in exchange for premium content).
- g) **Payment for coins in games apps:** If the user acquires coins within games apps, the payment is handled by the respective store operator. The purchase price is charged to the user in accordance with the payment type selected or stored with his operating system provider (Apple, Google etc.) (e.g. credit card, voucher, billing via cellphone bill). In this respect the respective usage and payment terms of the Stores also apply. In case of contradictions between these GTC and the usage and payment terms the usage and payment terms take priority in this regard.
- h) **Payment for coins in browser games:** If the user buys coins within a browser game, the purchase price is charged to the bank account or credit card specified by the user unless the user selects a different payment method (for example, premium SMS).

### **3. Premium content**

- a) The user can exchange coins for premium content in the shop of the respective game. Which premium content is offered at which tariff, which functions it has and which conditions are required can be found on the website of the respective game or the information within the respective game.
- b) Premium content can be lost, destroyed or given away during the game or go missing in some other way. There is no right to replacement.
- c) The games are subject to continuous development. Seal Media reserves the right to offer new premium content at any time. In the course of adaptation and further

development of the games Seal Media also reserves the right to no longer offer individual premium content.

- d) If the user is reset within the basic version, his premium features that he could not yet use are retained. In the case of premium features that can be used up in the game, only the premium features are retained that the user has not yet used up. If the user has made payments for premium features for a period in the future and cannot use them, because they are no longer offered, Seal Media shall instead at the discretion of the user offer other premium features as a replacement and/or reimburse the exchanged coins or their counter value to the user - pro rata temporis. The user is at liberty to terminate the utilization contract with immediate effect in writing. Any further claims of the user are precluded.
- e) Seal Media is entitled at any time to reduce the prices permanently or for a limited period as well as to offer new products, services or billing modes permanently or for a limited period. Seal Media is further entitled to change the prices at any time with a notice period of six weeks after written notice or by email notification to the email address provided by the user. The changed price applies unless the user objects to the changed price within six weeks after notification. The contractual relationship then continues with the changed terms/prices. In the notice about the changes Seal Media shall specifically point out the possibility of objection and termination, the notice period and the legal consequences, in particular with regard to no objection being raised. If the user objects in time, both parties are entitled to terminate the contract with a notice period of one month unless a right to termination at any time already exists according to clause 8.1. The original tariffs continue to apply up to the termination of the contractual relationship. Any service fees paid by the user to Seal Media beyond the termination period shall be reimbursed to the user pro rata. Any further claims of the user are precluded.
- f) In case of default Seal Media is entitled to demand interest of 5 % above the respective base rate. In case of default Seal Media is further entitled to discontinue the services or to block the accounts of the user with immediate effect. Seal Media is entitled to charge a processing fee for blocking, the blocking notification and the cancellation of

blocking or setup of a new account in the case of full payment. The amount of processing fee can be found on the game websites. The user is in all cases at liberty to prove that no damage occurred or at a significantly lower level.

- g) If Seal Media incurs reverse charges and/or cancellation fees through the subsequent cancellation of direct debits due to a fault of the user or a lack of funds in the account, the user bears the resulting costs. Seal Media is entitled to demand these costs together with the original fee by charging it to the account of the user again. If the payment of the fees takes place via direct debit or credit card charge and reverse charges are incurred, Seal Media charges a processing fee of 9.60 Euro per direct debit / credit card charge plus the banking charges incurred by Seal Media. The user is in all cases at liberty to prove that no damage occurred or at a significantly lower level.

### **§ 9 No guaranteed winnings**

1. Seal Media does not guarantee and winnings to the users. In particular, users are not entitled to a payment of the price unless such a claim is not explicitly derived from these GTC. A claim for a payment of a winning can only exist if such a winning has been explicitly offered by Seal Media.
2. A claim does also not exist if Seal Media determines that the possible winning claim might have come about due to manipulation of technical or legal kind and/or any criminal manipulation in general.
3. With the participation in the games of Seal Media the user agrees that Seal Media may at any time demand a comprehensive investigation regarding the legality of a winning claim and in the meantime may refuse to pay out the winnings without separate agreement of the user. The winning claim is also forfeited if the user violates the game rules. In case of doubt the burden of proof rests with the user; the user must demonstrate that he acted in agreement with the rules of the games. The user is aware of this burden of proof and accepts it even if it might not be the statutory situation.

### **§ 10      Offsetting, retention rights, assignment prohibition**

The user may only offset claims of Seal Media against undisputed or legally established counter claims. The user may only exercise a retention right if his counter claim is based on the same contractual relationship. The assignment of claims of the user against Seal Media to third parties is precluded.

#### **§ 11 Avatar**

1. The user can choose an avatar for the respective game and an alias name for his account. There is no entitlement to the issuance of a specific name.
2. Seal Media is entitled at any time to modify or delete the selected alias name without stating reasons. No user approval is required.

#### **§ 12 Account**

1. After registration the user is issued with a user account for the game. In this the user can manage his data and devices, reset the account and delete the account.
2. The assignment of the account to third parties requires the prior written approval of Seal Media.
3. If the user account has a negative value in virtual goods or the user account is inactive, Seal Media is entitled to reset the corresponding account, in other words to reset it to the initial value the user would receive at new registration.
4. The user may only be the owner of a single account per game at any one time. It is prohibited to maintain several accounts per game per user. In case of a violation against this provision Seal Media is entitled to terminate the respective license agreement extraordinarily with immediate effect, to exclude the user from subsequent use with all accounts and to bar him from the participation in the respective game also in future.
5. The user is not entitled to utilize third party accounts unless this is explicitly permitted by the game rules.
6. If Seal Media peruses its right according to section 5 clause 3 or 4, compensation claims and other rights of the user are precluded.

7. The user commits to keep login data, passwords and access data (jointly "access data") secret and protect them against unauthorized access. The user shall inform Seal Media without delay if he becomes aware that unauthorized third parties know the access data. In such a case the user must change his data without delay.
8. If there are indications that unauthorized third parties use the account of the user, Seal Media is entitled without prior notification to block the account. Seal Media shall inform the user via the contact data specified by him without delay about the blocking and the reason for it and specify the further steps for reactivating the account. The user does not have any additional claims due to and/or in connection with the temporary blocking.
9. Seal Media is entitled to treat every access with the data of the user as access by the user himself. Seal Media points out that passwords should be changed regularly for security reasons.
10. Seal Media is entitled to delete accounts if they have not been actively used for 120 days. In this case any license agreements between the user and Seal Media also expire.

### **§ 13 Required technical equipment**

The use of the games is only possible with software installed locally on the computer, tablet, smartphone or other end device of the user ("End device") and an internet connection. This includes an internet browser, an internet connection, an operating system, any plug-ins, e.g. Java or Flash, and any clients required to use the game. The costs for this software and their use and the costs resulting from the internet connection are borne by the user. The user must keep the end device in a condition that enables the use of the games. Seal Media does not provide any support for this purpose.

### **§ 14 Cancellation right, cancellation information in relation to the acquisition of coins**

In case of cancellation by email it is recommended for faster processing to specify your user name and the name of the game in the subject line.

### **Cancellation information**

#### **Cancellation right**

The user has the right to cancel this contract within fourteen days without stating reasons.

The cancellation period is fourteen days from the date of contract conclusion.

To exercise his cancellation right the user must inform Seal Media (Seal Media GmbH, Sophienblatt 21, 24103 Kiel, phone: +49 431 800 892-0; fax: +49 431 800 8920-15; email: [info@seal Media.com](mailto:info@seal Media.com) ) by way of an unambiguous declaration (e.g. a posted letter, fax or email) about his decision to cancel this contract.

To comply with the cancellation period it is sufficient for you to send the communication about exercising your cancellation right before expiry of the cancellation period.

#### **Consequences of cancellation**

1. If the user cancels this contract, Seal Media must reimburse the user all payments received by Seal Media, including the delivery charges (with the exception of additional costs resulting from the user having chosen a different delivery method than the cheapest standard delivery offered by Seal Media) without delay and no later than within fourteen days from the date the communication about the cancellation of this contract has been received by Seal Media. For this reimbursement Seal Media uses the same payment method the user used during the original transaction unless explicitly agreed otherwise with the user; the user is not charged any fees in relation with this reimbursement.

#### **End of the cancellation information**

### **Special note on the early expiry of the cancellation right:**

**The cancellation right expires early if prior to the expiry of the cancellation period the implementation of the contract has commenced after the user has explicitly agreed to this and acknowledged that he therefore waives the cancellation right by commencing with the implementation of the contract.**

### **§ 15 Contract duration and termination**

1. The contracts between user and Seal Media are entered into for an indefinite period unless agreed otherwise in the concrete offer of Seal Media.
2. Both parties are entitled to terminate concluded contracts at any time without stating reasons with a notice period of one month. If no other notice option is specified in the respective game, notice is given in text form (email, fax, letter).
3. The right to extraordinary termination without notice according to section 314 BGB remains unaffected. A substantive reason in the meaning of the regulation exists in particular if
  - a. the user is in default with the payment of the fees by an amount of min. 0.99 Euro;
  - b. the user violates repeatedly against the game rules, laws or these GTC in spite of being warned.
4. After successful termination Seal Media is entitled to delete the account without further communication. User data are for technical reasons only deleted with a delay of several days.
5. In case of an ordinary termination by the user or an extraordinary termination by Seal Media there is no user entitlement to the reimbursement of fees paid. Seal Media is further entitled to demand such fees from the user which he would still have had to pay (in particular for already ordered premium services). The user is at liberty to prove that no or a significantly lower damage occurred.

### **§ 16 Duties and obligations of the user**

1. A main performance obligation of the user is the payment of the specified fee unless he uses the basic version of the game (see above clause 7). A main performance obligation of the user is further the obligation to provide correct and complete data as requested by Seal Media from the user during contract conclusion or during the contractual relationship. The user therefore assures that the details provided by him during the contract offer or contract conclusion or progression of the contractual relationship about his person or other contractually relevant circumstances (in particular bank account and credit card number) are complete and correct. The user commits to inform Seal Media in each case without delay about a change of the data; upon a corresponding request by Seal Media the user must confirm the data.
2. The user is obliged to comply with the game rules. The user must further obey the instructions of Seal Media and its employees and subcontractors and agents. This applies in particular also to instructions by administrators and moderators in game forums. In case of repeated violation in spite of a warning Seal Media is entitled to block the contractual performances and deliveries immediately and without granting a time period and to terminate the contract.
3. Seal Media is not liable for damage or data loss potentially caused by the installation of software not originating with Seal Media on the computer of the user.
4. Seal Media provides the games via a web browser or on the respective end device. The software required locally on the computer or end device of the user (in particular operating system and web browser, possibly also plug-ins, such as Flash or Java) are neither provided nor installed by Seal Media. The user must keep his end device in a condition that enables the use of the games. Seal Media does accordingly not provide any technical support during the installation of the locally required software.

## **§ 17 Prohibited activities**

1. The user guarantees that the content provided by him does not violate applicable laws. In particular the storage of defaming, misleading, insulting, obscene, blasphemous,

religious, political, humiliating, indecent, sexually abusive, sexist, frivolous, threatening, molesting or racist material is not permitted. Seal Media reserves in such cases the right to terminate the contract without prior notice.

2. If the user pursues business interests with his registration and/or uses third party data entrusted to him for commercial purposes and thereby violates one or several of the above-mentioned behavior obligations, he commits to pay the operator a contractual penalty of 1,500.00 EURO for each proven violation. Additional compensation claims remain unaffected.
3. The games and other content made available for use by Seal Media are exclusively intended for the non-commercial use by the user. Every use for or in connection with commercial purposes is prohibited unless such use has been explicitly permitted to the user by Seal Media in writing. Impermissible commercial use includes in particular
  - any offers of and procurement for chargeable content, services and/or products, both own and of third parties,
  - any offers of, procurements for and implementation of activities with a commercial background, such as price draws, lotteries, barter transactions, advertisements or pyramid schemes, and
  - any electronic or other collection of identity and/or contact data (including email addresses) of users (e.g. for sending unsolicited emails).
4. The user is prohibited from any activities in or in connection with the games that violate applicable laws, the rights of third parties or the principles of youth protection. The following actions are in particular prohibited:
  - posting, distributing, offering and procuring pornographic content, services and/ or products or those violating youth protection laws, data protection legislation and/or other rights and/or of a fraudulent nature;
  - the use of content through which other participants or third parties are insulted or defamed;

- the use, provisioning and distribution of content and/or products that are legally protected or subject to third party rights (e.g. copyright) without explicitly being authorized to do so.
5. Independent of any violation of laws the user is further prohibited from the following activities when posting own content on the portal and when communicating with other users (e.g. by sending personal messages, by participating in discussion forums or by writing guest book entries):
- distribution of viruses, Trojan horses and other harmful files;
  - sending junk or spam emails and chain letters;
  - distribution of offensive, indecent, sexualized, obscene or defaming content or communications and of such content or communications suitable to promote or support (explicitly or implicitly) racism, fanaticism, hatred, physical violence or illegal acts;
  - harassment of other users, e.g. by repeated personal contact requests without or in spite of the response by the other user and the promotion of or support for such harassment;
  - asking other users to disclose passwords and personal data for commercial or unlawful or illegal purposes;
  - distribution and/or public disclosure of content available in the games unless this is explicitly permitted by the respective author or provided explicitly as a functionality of the game.
6. The user is also prohibited from any action likely to put an excessive load on the smooth operation of the games, in particular the systems of Seal Media.

7. If the user becomes aware of an illegal, abusive, non-contractual or otherwise unauthorized use of the portal, he shall contact Seal Media. Seal Media shall then review the event and take appropriate steps if applicable.
8. In case of a suspicion of illegal or criminal acts Seal Media is entitled and possibly also obliged to review the activities of the user and initiate suitable legal steps if applicable. This may also include the forwarding of the matter to the public prosecutor.
9. The user is prohibited from using mechanisms, software or other routines that might impair the systems of Seal Media. The user shall not use any software, in particular for the systematic or automatic control of the games or individual game functions (bots, macros), for the reproduction or analysis of the games or for data mining.
10. The user is prohibited from exploiting any bugs or defects in the programming of the games and during the game progression for his own and/or third party purposes or to inform third parties about them. If the user becomes aware of such defects or bugs he shall inform Seal Media without delay. If you discover bugs you should inform us without delay. If you benefited from them, this must be compensated for - as far as possible.
11. The user is not entitled to use premium content outside the games or sell it for money, gift, exchange or otherwise dispose of it.

#### **§ 18 Granting of rights**

1. The user is granted in all software provided by Seal Media a single non-exclusive non-transferable and not sub-licensable right limited in time to the duration of the contract for the exclusively private use of the software within the scope necessary for the implementation of this contract. The contractual uses covers the installation and loading, displaying and running of the installed software. For the remainder the type and scope of the use are determined by the type of contract.
2. The user is only entitled to duplicate, edit or decompile the software if this is legally permitted and only if the necessary information for this purpose are not made available upon the request of the licensee by the manufacturer of the software or the licensor.

3. The user is not entitled to surrender the software copy entrusted to him to third parties. He is in particular not permitted to sell, lend, lease or in other ways sublicense the software or to reproduce the software or make it available publicly.
4. If the user violates one of the above provisions all utilization rights granted within the respective contract become immediately void and return automatically to Seal Media. In this case the user must discontinue the use of the software without delay and completely, delete all copies of the software installed on his system and delete or surrender to Seal Media any backup copies made.
5. Seal Media is entitled to revoke this grant of rights at any time without stating reasons. The granting of rights further expires with the termination of the respective contract.
6. For the granting of rights for games apps the utilization terms of the store operator additionally apply.

#### **§ 19      User content**

1. If the user publishes content in games, forums, message systems etc. operated by Seal Media (e.g. text, photos, videos etc.) he grants Seal Media free of charge the single, territorially unrestricted right of duplication and granting public access.
2. The user hereby declares and guarantees to Seal Media that he is the sole owner of all rights to the content posted by him or otherwise entitled (e.g. by an effective permission of the rights owner) to post content and to grant the utilization and exploitation rights according to clause 1 above.
3. Responsibility for the publication of own content rests exclusively with the user. Seal Media does not appropriate nor review this content. If Seal Media becomes aware of illegal content, it is entitled to its immediate deletion.
4. The user hereby indemnifies Seal Media against all third party claims concerning compensation claims asserted against Seal Media due to a culpable violation of its rights through the behavior of the user or his content. This applies in particular also to the resulting reasonable costs of legal defense. All our additional rights and compensation claims remain unaffected.
5. If user content violates third party rights, he shall at procure for Seal Media at its discretion and at his expense the utilization rights for the content where possible or

design the content to be free from protection rights. If the use of the services by the user violates third party rights, Seal Media may demand the immediate termination of the non-conforming and/or illegal use.

## **§ 20 Availability**

Seal Media provides the opportunity for using the games within its technical and operational possibilities. Seal Media endeavors the usability of the services free from interruption as far as possible. However, temporary restrictions or interruptions may occur due to technical faults (e.g. interruption of the power supply, hardware and software faults, technical problems in data cables).

## **§ 21 Warranty for defects**

1. Seal Media makes access to the games available to the user in their respective existing versions. The user is not entitled to the maintenance or bringing about of a specific state / functional scope of the game. The user is aware that the games offered by Seal Media - as any software - can never be entirely free from defects. Games are only considered as faulty if playing them becomes difficult or continues to be impaired.
2. The user must always meaningfully document any defects occurring in the games or other services or deliveries of Seal Media and in particular notify them in writing with logs of error messages displayed. Before reporting any defect the user shall consult the game instructions and any other aids for problem removal provided by Seal Media (in particular lists of frequently asked questions, discussion forums on problems).
3. The user must support Seal Media in the possible fault removal to his best ability.
4. The user must report defects to Seal Media in writing without delay after they have been discovered. In the case of apparent defects for goods - including virtual goods - defects must be notified to Seal Media in writing within two weeks after receiving the goods. Timely dispatch of the notice is sufficient for adhering to the time limit. After the period has expired without complaint any assertion of defect claims is precluded.

5. Excluded from the warranty are generally such defects that are caused by external influences, operating errors of the user, force majeure or modifications or other manipulations not performed by Seal Media.

## **§ 22      Limitation of liability**

1. Seal Media is only liable to the user in accordance with the following provisions for compensation:
  - a) For damages caused by Seal Media or its legal representative, executives or agents intentionally or negligently, Seal Media is liable without limitation.
  - b) In case of the slightly negligent violation of only minor contractual obligations Seal Media is not liable. For the remainder the liability of the service provider for damages caused through slight negligence is limited to those damages which must be typically expected within the scope of the respective contractual relationship (typical contractually foreseeable damage). This also applies to slight negligent breaches of duties of the legal representatives, executives or agents of Seal Media.
  - c) The above liability limitations do not apply in the case of deception, physical or personal injury, the violation of guarantees and claims under product liability and claims according to section 44a TKG.
2. Seal Media distances itself from the content of all sites referring/linking directly or indirectly to our offer. Seal Media is not liable for the content of such sites.

## **§ 23      Data protection**

Information about the type, scope, location and purpose of the collection, processing and utilization of personal data required in relation to this contract and for the execution of orders and the dispatch of the newsletter by Seal Media and about the information right of the user and the right to correction, blocking and deletion is available in the [Data protection rules](#).

## **§ 24      Chosen law, place of jurisdiction, severability clause**

1. The law of the Federal Republic of Germany applies with the exclusion of the UN purchasing law (CISG) and exclusion of colliding laws.
2. The place of jurisdiction for all disputes, inasmuch as an agreed place of jurisdiction is permissible, is Kiel.
3. If any provisions of these GTC should be or become invalid, the validity of the remaining provisions shall remain unaffected. In place of the invalid provisions a valid provision is deemed to have been agreed that comes closest to the commercial intent of the parties.

Kiel, December 8, 2017