

APPROVED BY
ZILLION WHALES LIMITED

Director
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ZILLION WHALES LIMITED
GENERAL TERMS OF SERVICE

1. Subject; Area of Validity

1.1 The following general terms of service regulate the use of mobile games and other services provided by Zillion Whales Limited (hereinafter referred to as "Zillion Whales "), at Princeton Mews, 167 London Road, Kingston Upon Thames, KT2 6PT, on Zillion Whales' websites and in app stores.

1.2 Zillion Whales offers mobile games and other services within the context of its technical and operational capabilities. This does not include periods of time during which the use of mobile games and other services are interrupted or affected due to urgent technical reasons or required maintenance work. Zillion Whales is not liable for these instances in accordance with the conditions of this contract. This also does not include periods of time in which Zillion Whales' general servers or the servers of certain games do not allow online access due to reasons beyond Zillion Whales' control (force majeure, third party responsibility, etc.).

1.3 Zillion Whales continuously updates, changes, and develops its mobile games and other services at its own discretion. Users can therefore only participate in the respective mobile game, or other offer in its respective form provided at any given time. Zillion Whales retains the right to cease operating a mobile game or remove a specific service without explanation.

1.4 Mobile games and other services offered by Zillion Whales are intended solely for the purpose of entertainment. The use of these games or services for business or commercial purposes is strictly prohibited.

1.5 Mobile games and other services offered by Zillion Whales are available only to individuals who are at least 16 years old.

1.6. Users are also subjects to Privacy Policy of Zillion Whales, obligatory both for Zillion Whales and users of mobile games and services of Zillion Whales.

1.7 Users are responsible for ensuring that their own software and hardware is suitable and up-to-date.

1.8 In addition to these general terms of service, any existing rules of the respective mobile game shall also apply. In the case of an inconsistency between these general terms of service and the rules of the game, the provisions of these general terms of service shall take precedence when

settling the instance of contradiction. In addition, specific terms and conditions shall also apply to certain mobile games, specific versions and/or components of mobile games, and individual services offered on Zillion Whales' websites as appropriate. Users will be appropriately informed of any specific terms and conditions prior to use of the respective offer.

1.9 Users have the opportunity to use the services of Zillion Whales' contractual partners for mobile games and other services. In these cases, a separate contract between the user and the respective contractual partner of Zillion Whales shall be concluded. Users will be informed of this in an appropriate manner prior to concluding the contract.

1.10 Other provisions or general terms of service of a user, which deviate from Zillion Whales' general terms of service, shall only apply if Zillion Whales gives prior written consent to their validity.

2 Conclusion of Contract

2.1 In order to use the mobile games and other services provided by Zillion Whales, users must install the app in question.

2.2 Users are not permitted to download mobile games via the Apple App Store if they 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. * on the US government's list of prohibited or restricted parties.

2.3 Mobile games require a player name. Users have no claim to a particular player name(nickname). The selected player name (nickname) may not infringe upon the rights of third parties and violate existing legal prohibitions or common decency.

2.4 Certain games also allow registration using Facebook login credentials. The data required for registration shall be taken from the user's Facebook account for this purpose.

3 General User Obligations

3.1 Login data, identification, passwords

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

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

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

3.1.4 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 Zillion Whales immediately and change their data or have it changed by Zillion Whales. In this case or in the event that Zillion Whales has concrete evidence of misuse of data, Zillion Whales has the right to temporarily block access to the user's account. If there is evidence of misuse of data, Zillion Whales shall inform the user.

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

3.3 Use of Zillion Whales' content

3.3.1 Zillion Whales' mobile games include various content that is protected by trademarks, copyrights, or other means for the benefit of Zillion Whales or third parties. Unless explicitly permitted within these general terms of service, users may not edit, copy, distribute, publicly reproduce, use for advertising purposes, or use beyond the contractually agreed purposes any of Zillion Whales' 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 shall be 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 Zillion Whales. The term "content" also includes, in particular, all services available for download.

3.3.3 Users are obliged to abstain from any measure which may compromise or interrupt the proper functioning of Zillion Whales' websites, any individual services and/or offers there, or its mobile games. Users are also required to abstain from any measure which may allow unauthorized access to data. Content may only be called up in a manner that does not affect other users' use of Zillion Whales' 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 Zillion Whales' mobile games for commercial purposes, especially advertising purposes, requires the express prior written consent of Zillion Whales .

3.3.5 Users are not entitled to publish content on Zillion Whales' websites, mobile games, or other services.

3.4 Use of client software

3.4.1 In the case of offers which require the prior installation of a client software, Zillion Whales 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 of service and the rules of the respective game. The software may not be used for commercial purposes in any manner. 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. Zillion Whales is liable for damages to the user in accordance with the statutory liability provisions.

4 Specific Terms for the Use of Mobile Games

4.1 The user may only take part in the mobile game using one user account, unless the respective rules of the game allow for exceptions from this. The use of several user accounts by one user is not permitted. Multiuser accounts such as these may be deleted or banned at the reasonable discretion of Zillion Whales.

4.2 Users are prohibited from enacting 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 the mining of data or otherwise intercepts or collects information in connection to the online and mobile games,
- c) use virtual items that are being used in online or mobile games outside of the online or mobile games, purchase virtual items for "real" money, or sell or swap virtual items,
- 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 programs other than the 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 concern automated procedures.

4.5 It is prohibited to apply measures that hide advertisements. It is of no significance whether advertising is deliberately hidden or can not be displayed in general e.g. by so-called pop-up blockers, text-based browsers, or similar.

4.6 The automated creation of user accounts, regardless of whether the home page is displayed or not, is not permitted.

4.7 Zillion Whales or contractors authorized by Zillion Whales hold all and exclusive rights to items used and virtual items provided in mobile games.

5 Specific conditions for the use of communication facilities (particularly discussion forums, chats, comments)

5.1 Zillion Whales may provide users with different communication facilities for self-created entries and posts on Zillion Whales' 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, Zillion Whales 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 Zillion Whales from any legitimate claims from third parties arising from a culpable violation of the users' obligations. Zillion Whales explicitly does not claim content entered by users as its

own. However, users shall grant Zillion Whales the permanent, irrevocable, non-exclusive right to use the content and contributions posted by the users.

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

- a) violates an applicable law, goes against common decency, or breaches the general terms of service 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 Zillion Whales;
- g) contains personal data of third parties without their explicit consent;
- h) is commercial, in particular promotional, in nature.

5.4 The inclusion of websites or names of companies and products is only permitted if this is not primarily for advertising purposes.

5.5 All users of these communication facilities are required to use acceptable words. Abusive criticism or derogatory attacks shall be avoided.

5.6 Notwithstanding any other rights under these general terms of service, Zillion Whales has the right to fully or partially remove content and entries that violate the rules of these general terms of service. Zillion Whales also has the right to exclude users who violate these rules, in whole or temporarily, from further use of Zillion Whales' mobile games, websites, and other services.

6 Consequences of a Breach of Duty

6.1 Zillion Whales is not liable for damages resulting from a user's breach of duty.

6.2 Regardless of any additional legal or contractual rights, it is at the reasonable discretion of Zillion Whales to take the following actions against any user who culpably breaches statutory law, third party rights, these general terms of service, or any respective additional regulations and game rules:

- a) remove content,
- b) issue a warning to the user,
- c) temporarily or permanently block a user from specific or all online and mobile games and content of Zillion Whales' websites,
- d) suspend a user, also from certain game functions (e.g. chat)

e) issue a temporary or permanent virtual ban from the game in cases of a violation of item 6 of these general terms of service, or

f) immediately terminate the contract.

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

7 Usage fees

7.1 Users can play mobile games offered essentially free of charge. However, the user can pay money to purchase virtual goods, certain virtual features, and other services (e.g. multiplayer energy, campaign episodes, etc), together with the "purchasable features" within the context of the mobile games. The price for the desired virtual goods appears in euros, US dollars, or in another currency applicable to the user's region.

7.2 Users will receive specific information on the features available for purchase, particularly the function of the feature in question, how long the feature for purchase will be available (if applicable), the respective purchasing price, and the payment method available in the 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, clicking on the respective store button, and thus concluding the order process.

7.4 The payment options vary according to the online or mobile game, the participant's country, and the technically feasible payment options available in the market. Zillion Whales reserves the right to amend their payment options.

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 of service included by the authorized service provider may be applicable in addition to the general terms of service of Zillion Whales.

7.6 After completion of the payment process or, in the case of a transfer, after the receipt of the money in Zillion Whales' account, Zillion Whales shall credit the purchased features to the user's account. The credit simultaneously represents that the user has accepted a contract from Zillion Whales regarding the purchase of available features.

7.7 In mobile games on the portals 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 agrees that all information provided as part of a payment transaction (in particular bank account, credit card number, etc.) is complete and correct.

7.9 Zillion Whales retains the right to revise the fees for features available for purchase. This includes Zillion Whales' right to increase or decrease the fees for all individual features in all future cases of purchases of purchasable features.

7.10 Statutory interest shall accrue in instances of default. Zillion Whales is also entitled to block the user account, recover further damages, and terminate services.

7.11 Should Zillion Whales 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 Limitation of liability

8.1 Users are held personally liable for any violation of a third party's rights. Users agree to reimburse Zillion Whales for all damages resulting from the culpable non-observance of the obligations of these terms and conditions. Users release Zillion Whales from all eligible claims that other users or third parties may file against Zillion Whales due to a violation of their rights by content posted by the user or due to a violation of other obligations. Users shall assume the costs of Zillion Whales' 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 Zillion Whales, on whatever legal grounds, whether due to contractual misconduct or a breach of duty, is ultimately determined in accordance with the following rules:

8.2.1 If Zillion Whales provides the respective liability-causing service free of charge, Zillion Whales is liable only for malice and gross negligence.

8.2.2 In the case of non-gratuitous services, Zillion Whales' liability is limited to cases of malice and gross negligence, but unlimited in cases of personal injury. In cases of slight negligence, however, Zillion Whales will only be liable for a breach of essential contractual obligations such as delay or unavailability which Zillion Whales is held responsible for. In the case of a breach of an essential contractual obligation, liability is limited to the typical contractual damages that Zillion Whales had to calculate upon conclusion of the contract due to the circumstances prevailing at this time.

"Essential contractual obligations", as previously stated, 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.

8.2.3 Zillion Whales assumes no liability for interruptions within the network that are not the fault of Zillion Whales.

8.2.4 Zillion Whales is liable for a loss of data in accordance with the foregoing paragraphs only if such a loss could not have been avoided by adequate backup measures taken by the user.

9 Contract Duration; Deletion of User Accounts

9.1 Unless expressly stated otherwise for the respective online game, mobile game, or other service, the contract for the use of the Zillion Whales' website, online games, mobile games, and other services runs for an indefinite period. The contract begins upon accreditation or activation of an account in any of the games by Zillion Whales.

9.2 The contract may be terminated by either party at any time with immediate effect, provided that a temporary contract period has not been agreed.

9.3 Either party has the right to terminate the contract for good cause without giving a period of notice. "Good cause" constitutes, in particular, if

- a) a user has defaulted on payment of the fees, and does not pay despite reminders,
- b) a behavior significantly affecting the game experience of other players is being displayed,
- c) cheats, mods, and/or "hacks" as well as any other form of software, tools, or scripts that alter the gaming experience or the game mechanism of online or mobile games are being used,
- d) third parties make use of a user's account, unless the rules of the game allow for specific exceptions,
- e) 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,
- f) a user uses virtual items being used in online or mobile games outside of the online or mobile games, attempts to buy or sell these virtual items for "real" money, or tries to trade them,
- g) a user has sold, bought, or traded a user account, or
- h) the user culpably violates laws that serve to protect other players or Zillion Whales
- i) the user deliberately violates these general terms of service, additional governing provisions, and/or the rules of the game.

9.4 Termination must always be made in writing. Terminations sent via email are considered to have been made in writing.

9.5 In the case of extended inactivity, Zillion Whales is entitled to delete the inactive user account after giving prior notice of this and only after at least 3 months of inactivity. Moreover, Zillion Whales is entitled to delete a user account at the end of the contract at its own discretion.

10 Amendments to these general terms of service; Miscellaneous

10.1 Zillion Whales 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, (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 of service via the Zillion Whales' website and via the respective online or mobile game at least four weeks before the amendment is scheduled to take effect. Alternatively, Zillion Whales may send its users the amended general terms of service via email or inform them that the amended general terms of service can be accessed via the Zillion Whales' 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. Zillion Whales will specifically inform its users about the four-week period, the right of withdrawal, and the legal significance of remaining silent.

10.2 Zillion Whales generally communicates with the user via email and in-game news - 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 Zillion Whales and in-game news.

When contacting Zillion Whales, users must indicate which online or mobile game and which user account the message concerns.

10.3 Should any provision of these terms and conditions be or become invalid and/or oppose statutory provisions, the validity of the remaining provisions of the terms and conditions shall remain unaffected.