

1 Scope of Application

Bigpoint GmbH operates an online gaming portal at www.bigpoint.com (hereinafter "Bigpoint"). Bigpoint offers access to various games playable over the internet, namely online games, as well as related Services. These Services may include the possibility to create a profile page and blogs, to participate in discussions, to upload media content such as photographs, texts and games, to purchase virtual items or other services. The participants of Bigpoint GmbH's games and services and the users of the online gaming portal Bigpoint are referred to as "Users" hereinafter. If these general terms and conditions (hereinafter "TCs") refer to "Games" or "Services", reference is made to Bigpoint GmbH's games and Bigpoint GmbH's services as described above.

All Games and Services provided by Bigpoint GmbH to the users are subject to these TCs. TCs of the user do not become part of the contract unless Bigpoint GmbH has accepted them in written form.

The following TCs govern the use of the gaming portal Bigpoint, as well as the Games and the Services of Bigpoint GmbH. The Games and Services are designed primarily for access through personal computers connected to the internet via telephone, ISDN, broadband, or equivalent connection. They can also be accessed through various other devices which can establish an internet connection, although the features available and/or graphical display may be limited on such devices.

Questions which can arise regarding the internet connection, the connection with the websites and online games, or third party software (browser, access software) are not the subject matter of these TCs, as these services are not provided by Bigpoint GmbH.

1.1 Users

1.1.1 Bigpoint offers its Games and Services only to consumers in the sense of Sect. 13 Bürgerliches Gesetzbuch (German Civil Code). The Games and Services must not be used for pecuniary or any other commercial purposes.

1.1.2 The right of use is granted to persons either aged 18 or above or holding their legal representatives consent. The rules of individual Games may prevent Users under a certain age from participating even if their legal representatives have consented.

1.1.3 Upon registration for the Games or Services, the User explicitly states (i) his or her majority and legal capacity or (ii) if he or she is not of legal age, the consent of his or her legal representative.

1.2 Subject matter of the contract, usage of and changes to the Games and Services

1.2.1 Bigpoint GmbH offers its Users to participate in the Games and Services over the internet subject to technical and commercial limitations.

1.2.2 Participation in the Games is for entertainment only.

1.2.3 As part of the Services, Bigpoint GmbH provides information and enables the Users, amongst others, to upload information and to create personal profiles which may be accessed by Users of the Games and Services, but also by third parties. The User may also communicate with third parties via the Bigpoint portal, upload and exchange photographs, videos, games, music, and other media content, publish blogs and comments, rate games, other users, third parties or transactions.

1.2.4 The Games and Services can be accessed through the applications provided by Bigpoint GmbH under the respective URLs. Only users in possession of a registered account are admitted. Bigpoint GmbH reserves the right to also offer the 1.2.5 Games for purchase on storage media, whereas the features may be different from the online version. The sale of games is not governed by these TCs.

1.2.6 Participation in the Games and Services requires prior registration of a user account (hereinafter "Account"). An Account can be created on the Bigpoint portal or through the Game's respective URL. An Account created on the Bigpoint portal enables the User to access any of the Games (subject to the conditions set forth in clause 1.1).

1.2.7 Signing up, i.e. applying for an Account, requires the prospective user to fill in a form and to submit various information.

Usage is possible once Bigpoint GmbH has created an Account for the User.

1.2.8 Any User may create several Accounts on the Bigpoint portal. Several Games, however, prohibit the use of more than one Account by one and the same User ("prohibition of multi-accounts"). Please refer to the respective Game's rules for more details. Bigpoint GmbH strongly recommends all Users having signed up for more than one Account to carefully read the respective Game's rules, as any infringement of the prohibition of multi-accounts may result in an immediate ban of the User. Even if the Game's rules

allow for a User to have more than one Account, Accounts held by the same User must not communicate or interact with one another ("prohibition of pushing"). It is especially prohibited to use one Account to give advantages to another Account held by the same User, for example by transferring items, assets, credits or ingame currency from one Account to another Account held by the same User or by fighting with one Account against or together with another Account held by the same User.

1.2.9 Once the account has been created, the user may participate in the Game or Service by accessing the Bigpoint portal or entering the respective URL and logging in.

1.2.10 The Games and Services may only be used by means of a standard web browser or with tools specifically provided or approved by Bigpoint GmbH ("prohibition of non-authorized scripts"). This means especially: It is not allowed to use programmes which might cause an excessive server load. Software which systematically or automatically performs Game commands or Game functions (such as bots or macros) as well as software which may be used to reproduce or analyse the Games, elements of the Games or any content provided on the Bigpoint portal, is prohibited.

The User cannot claim an Account to be created or content to be published on Bigpoint.

1.2.11 Technical and other requirements for the Games and Services are listed on the Bigpoint portal or the respective websites of the Games and Services.

1.2.12 The Games and Services are constantly being updated, adapted, extended and changed. Therefore, the User is granted a right of use only for the then current version.

1.2.13 The Games can be used free of charge in their basic versions. Some features are available for paying customers only (see below Sect. 7). Unless otherwise provided for in the respective Service's description, usage of the Services is free.

1.2.14 The User does not have any right that the Games and Services are maintained as they were upon conclusion of the contract. Bigpoint GmbH reserves its right to cease operation of the Games and Services at any time, without giving reasons or prior notice. If the user has made payments in advance (for example for Premium Features), he or she can choose between using these for other Games or Services, or being reimbursed. The User may also terminate with immediate effect the contract for the Games and Services which cannot be used. Any other claims are excluded unless otherwise provided for in these TCs.

2 Offer and conclusion of the contract

2.1 By filling in the registration form for the Account the User submits a binding offer to enter into a contract over the usage of the Games and Services (hereinafter „User Offer“). All fields of the registration form which are marked as being "required" have to be filled in completely and correctly.

2.2 The contract between Bigpoint GmbH and the User is concluded when Bigpoint GmbH accepts the User Offer. Acceptance may be declared explicitly or otherwise lies in Bigpoint GmbH's first fulfilment activity.

2.3 Bigpoint GmbH will promptly confirm the reception of the User Offer by e-mail sent to the e-mail address submitted by the User. This confirmation is not a binding acceptance of the User Offer. The confirmation can, however, be sent together with the acceptance.

3 Right of Withdrawal

The User Offer and the offer to purchase Premium Features can be withdrawn by the User in text form (e.g. letter, telefax, e-mail) within two weeks without giving reasons. The time limit does not start before this instruction has been received. To comply with the time limit, it is sufficient to send the withdrawal within the time limit.

The right of withdrawal ends also if Bigpoint GmbH has started to deliver the service with the User's consent, or in case the user himself or herself has caused Bigpoint GmbH to start with the service. This is to be assumed if the User has used the Games or Services or the Premium Features.

The withdrawal has to be addressed to:

Bigpoint GmbH

Christoph-Probst-Weg 3

20251 Hamburg

Germany

Telephone: +49 (0) 40 - 600 80 99 - 0

Telefax: +49 (0) 40 - 600 80 99 – 99

E-Mail: stop@bigpoint.com

When withdrawing via e-mail, the name of the Game or Service (and of the Premium Features, if applicable) as well as the name of the User has to figure in the subject line.

In case of a valid withdrawal, both parties have to give back the benefits they had received from the other party, along with uses, if applicable. This means that payments may not be completely reimbursed if the User has used the Game or Service before withdrawal.

4 Availability

Bigpoint GmbH undertakes to assure an availability of the Games and Services of 90 % (ninety percent) as a yearly average. Periods during which the servers of the Bigpoint portal, the Games or services are not available over the internet because of technical or other problems outside Bigpoint GmbH's influence (such as force majeure or third party's fault) and periods during which routine maintenance works are carried out are excluded from this. Bigpoint GmbH may restrict access to the Games and Services if required for network security, maintenance of network integrity, especially the prevention of severe dysfunction of the network, the software or stored data.

5 Access to these TCs, changes and further notices, contact by the User

5.1 By submitting the User Offer and using the Games or Services, the User accepts these TCs as binding. Each log-in on the Bigpoint portal, and especially all participation of any form to any of the Games and Services, are subject to these TCs. The TCs can be printed or saved on storage media before sending the User Offer.

5.2 Bigpoint GmbH reserves its right to change or amend these TCs at any given time, effective for the future, if this should prove necessary and if the User is not disadvantaged contrary to good faith.

5.3 The User will be notified of these changes to the TCs in appropriate text form (possibly via E-Mail). Notification will usually be done through publication of the websites of the Games or Services or via e-mail. Changes will always be communicated to the User upon the next login, with a highlighted notice.

5.4 The User can contradict the changes within 14 days upon notification and possibility to notice such notification. If the User does not contradict the changes to the TCs within 14 days in written form, submitted to Bigpoint GmbH, or if he or she continues to use the Bigpoint portal, Games or Services, the changed TCs become binding for him or her. If the User contradicts in time, each party may terminate the contract with one month prior notice unless termination is possible at any time according to Sect. 8.1. Until termination, the former TCs stay valid. In this case, payment for services which may already have been made for periods of time after termination are reimbursed on a pro rata temporis basis. Any other claims of the User are excluded.

5.5 Bigpoint GmbH will, in the notification about the changes, inform the User about the possibility to contradict and the legal consequences, especially the legal consequences of a lack of contradiction.

5.6 Unless otherwise provided in these TCs or other agreements with the User, Bigpoint GmbH will usually communicate with the User via e-mail. The User makes sure that he receives all mails sent by Bigpoint GmbH to the address he submitted to Bigpoint GmbH upon registration, or at a later date. He or she will, amongst others, set the configuration of the spam filter accordingly and regularly check all incoming mail under this address. Bigpoint GmbH remains free to choose any other means of communication.

5.7 When contacting Bigpoint GmbH, the User will always state which Game or Service and Account he or she refers to.

6 Instructions and Rules of the Games

6.1 Instructions and rules of the Games and Services are published on the Bigpoint portal or on the respective Game's websites only.

6.2 The User acknowledges that he or she plays in game worlds, together with numerous other Users, and that he communicates with numerous Users via the Services. To ensure an enjoyable gaming experience, it is necessary that the rules are respected by the participants. By participating in the Game or Service, the User therefore accepts the rules as binding.

6.3 The User will also refrain from any other activity which is an obstacle to the Game or Service, or to an enjoyable gaming experience.

7 Tariffs, Payment Conditions, Late Payment

7.1 Online Games

7.1.1 Basic Version

Bigpoint GmbH generally offers access to the Games upon creation of an Account (see above Sect. 1.2). In this case, the User starts with a basic version of the Game. Creating an Account and using the basic version are free. Save for Bigpoint GmbH's right to cease service of the Games, the basic version has no time limit, and is fully playable. However, the User may not have access to all features of the Games in the basic version.

7.1.2 Premium Features

Bigpoint GmbH may offer to the User has the possibility to get access to features which are not available in the basic version (hereinafter: "Premium Features") upon payment of a fee. Premium Features may vary from one Game to another. Details on which Premium Features are offered at which tariff, which functions and requirements they have, can be learned from the website of the respective Game. Tariffs may include single payments, charging an Account which credit which can be used for special features in accordance with the Game's rules, or fees for a given period of time (e.g. days, week, month, quarter, half-year, year).

The Games are constantly undergoing development. Bigpoint GmbH therefore reserves the right to offer new Premium Features at any time.

As the Games are constantly being adapted and developed, Bigpoint GmbH also reserves the right to discontinue Premium Features and/or to offer them in the basic version (see above Sect. 7.1.1) as well. In case the User has made payments for Premium Features for a period of time in the future, and cannot make use of these, because they are no longer offered and/or are offered in the free basic version as well, Bigpoint GmbH offers the User the choice between other Premium Features and/or reimbursement of the payment (pro rata temporis). The User may terminate the contract with immediate effect. Further claims of the User are excluded.

In case the User is not of legal age, he or she states, upon ordering Premium Features, that the necessary funds to pay the fees have been given to him for this particular use, or to use at his or her sole discretion.

In case some of the Games provide access also via downloadable software for mobile phones, the stipulations for Premium Features also apply to these costs.

7.1.3 Subscription / Automatic Renewal

In case payments are made for a given period of time, the User subscribes to these Premium Features, with the subscription renewing automatically if it is not cancelled by the User in compliance with the termination period as set forth in Sect. 8.2, effective upon the end of the respective period.

The term for the subscription can be taken from the Games respective rules.

7.1.4 Payment Conditions, Maturity

Bigpoint GmbH is entitled to ask for advance payment for the fees of the Premium Features (see above, Sect. 7.1.2). These fees are due upon conclusion of the contract and will be collected from the bank account / debit card / credit card account submitted by the User, if the User does not choose another form of payment (for example premium SMS). The amount to be collected will be referred to as "WWW.BIGPOINT.COM" or Bigpoint GmbH on the credit card / debit card / bank account statement.

7.1.5 Adjustment of Fees

Bigpoint GmbH may, at any time, temporarily or permanently, reduce fees, introduce new products, services or forms of payment. Bigpoint GmbH is also entitled to change prices at any given time with a notice period of six weeks; notice is given in the form of a letter of indication, or via e-mail. The changed price becomes effective if the User does not contradict within six weeks upon this notice. The contractual relationship will then continue with the changed conditions / prices. Bigpoint GmbH will, in the notification about the changes, inform the User about the possibility to contradict and terminate and the legal consequences thereof, especially the legal consequences of not contradicting. If the User contradicts in time, each party may terminate the contract with one month prior notice, unless termination is possible at any time according to Sect. 8.1. Until termination, the former tariffs stay valid.

Payments for services which may already have been made for periods of time after termination are reimbursed on a pro rata temporis basis. Any other claims of the User are excluded.

7.2 Late Payment

In case of late payment, Bigpoint GmbH is entitled to ask an interest rate of 5 % above the then current base rate. In case of late payment, Bigpoint GmbH is also entitled to discontinue services and to deactivate the User's Accounts. For the period an Account is deactivated, no subscription fees are due. However, Bigpoint GmbH can ask for a processing fee for deactivating the Account, informing the User about the deactivation and for reactivating the Account or creating a new Account upon full payment. The processing fees are listed on the Bigpoint portal when accessing the respective Game or Service. The User may prove that no damage or only a substantially lower damage has been caused.

7.3 Reversal Debits, Cancellation Fees

In case of reversal debits and / or cancellation fees for the cancellation of debits caused by the User through default, or a lack of backing of the User's bank account caused by the User, the User bears the cancellation fees which have occurred.

Bigpoint GmbH is entitled to debit these cancellation fees, along with the original fees, from the User's account. If payment of the fees is made through debit or through credit cards and reversal debits occur, Bigpoint GmbH charges a service fee of EUR 9.60 per debit / credit card transaction plus banking fees. The User may prove that no damage or only a substantially lower damage has been caused.

7.4 No winning guarantee

Bigpoint GmbH does not guarantee winnings. In particular, the Users do not have the right to claim prizes, unless such a claim is explicitly granted in these TCs.

A claim for a prize can only exist if such a prize has explicitly been promised.

If Bigpoint GmbH learns that a potential claim for a prize may be the result of manipulations of technical or legal nature and/or by any other kind of criminal manipulation, the claim forfeits. Upon participation in the Games, the User declares he or she accepts that Bigpoint GmbH may, at any time, conduct an extensive research and, while this is pending, may withhold the prize without the Users consent. The claim for the prize also forfeits if the User acts against the rules. In case of doubt, the User has to prove that he acted

in compliance with the rules of the Games. The User knows of this burden of prove, and accepts it, even though it might not be the normal case as set forth by law..

7.5 No offset; no right of retention; no cession

The User may only offset if his or her claim against Bigpoint GmbH is undisputed or declared legally binding. The User may only withhold payment if his or her claim has its origin in the same contractual relation.

The User shall not be entitled to assign his claims against Bigpoint to a third party.

7.6 Services

Unless otherwise provided for in the respective Service's description, the Services can be used free of charge. Sect. 7.1 through 7.5 apply mutatis mutandis.

8 Term, Termination

8.1 Unlimited period of time

The contracts between the User and Bigpoint GmbH are entered into for an unlimited period of time, unless otherwise provided for in the offer.

Each party has the right to terminate the contract at any time with immediate effect, if no limitation of the usage period has been agreed upon.

8.2 Limited period of time

In case the contract for using the Game or Service or Premium Features have been agreed upon for a limited period of time (cf. Sect. 7.1.2 and sect. 7.1.3), the following applies: The contract for using the Game or Service or the Premium Features automatically renews for the same period of time unless the subscription or the contract has been terminated in time with a period of 14 days, effective upon the end of the term.

8.3 Reasons; termination for important reasons

No reasons have to be given for the termination as outlined above.

The parties remain free to terminate the contract for using the Game or Service or Premium Features for important reasons at any time.

In case Bigpoint GmbH is responsible for a termination of the contract for using the game or Premium Features for important reasons, the User can claim a refund for any payments made by him or her (especially for Premium Features) for the period after the termination becomes effective. All other claims of the User are excluded, unless otherwise provided in these TCs.

Bigpoint GmbH may terminate the contract especially for, but not limited to, the following reasons:

- the User is late in paying fees of at least EUR 5.00 and has not paid despite two reminders
- the User culpably breaches any law, or the rules of the Game or Service, and does not stop this breach despite a reminder; a reminder is not required in case of a severe contravention, i.e. when it would be unreasonable that Bigpoint GmbH remains bound by the contract
- the User has not used his or her Account for four weeks despite a reminder

Cases in which it would be unreasonable that Bigpoint GmbH remains bound by the contract generally include:

- the User violates criminal law
- the User violates the "prohibition of multi-accounts" which may be set forth in the respective Game's rules (see Sect. 1.2 above)

- the User violates the "prohibition of pushing" (see Sect. 1.2 above)
- the User violates the prohibition of non-authorized scripts (see Sect. 1.2 above)
- if the User provides incorrect information upon registration (in the form of the User Offer, see Sect. 2) or upon payment of Premium Features (see Sect. 7.1)

In case Bigpoint GmbH rightfully declares the termination for important reason, Bigpoint GmbH is entitled to claim 75 % percent of all fees which the User would have had to pay for the rest of the term. The User remains free to prove that no or only substantially lower damages were suffered.

8.4 Written form for termination

If there is no option to terminate the contract in the respective Game, the termination has to be declared in written form, whereas e-mail is considered as being in compliance with the requirement of written form. A termination for important reason can only be declared in written form.

9 Obligations and other Responsibilities of the User; liability for information uploaded by the User; copyright

9.1 Obligations

Principal obligation of the User to pay the fees, unless he uses the basic version of the Game (see above Sect. 7.1.1) or Services. Another principal obligation of the user is to correctly and completely submit all data which Bigpoint GmbH requests upon entering into the contract, or in the course of the contractual relation with the User. Therefore, the User declares upon signing that the information relating to his or her person or other facts relevant for the contract (especially bank or credit card details) and which he or she provides with the User Offer or upon conclusion or during the course of the contractual relation are complete and correct. The User will inform Bigpoint GmbH about any changes to these information without undue delay. Upon request, the User has to confirm the data to Bigpoint GmbH. The User is obliged to respect the rules. In case of continued breach of the rules despite reminder or severe breach of the rules (cf. clause 8.3.1), Bigpoint GmbH may cease all services and deliveries immediately and without granting a deadline, and terminate the contract forthwith.

9.2 Installation of software

Bigpoint GmbH is not liable for damages or loss of data on the User's computer which is caused by the installation of software which does not origin from Bigpoint GmbH.

9.3 Further responsibilities

9.3.1 Bigpoint GmbH provides the Games and Services online for usage with a web browser. Bigpoint GmbH does not provide or install the software required by the user on its local computer, such as the operating system, web-browser, or plug-ins such as Flash or Java, if applicable. It is the User's responsibility to maintain the computer in a state which enables the use of Bigpoint GmbH's games. Bigpoint GmbH therefore does not provide technical support for the installation of software required on the local computer.

9.3.2 The User undertakes to keep all access data provided by Bigpoint GmbH for accessing the Games and Services (login, passwords etc.) strictly confidential. The User will promptly inform Bigpoint GmbH if he or she learns or suspects that an unauthorized third person is in possession of the access data. Bigpoint GmbH advises the User to do this in written, e.g. via e-mail.

9.3.3 In case Bigpoint GmbH has reason to believe that an unauthorized third party is in possession of access data, Bigpoint GmbH may, without assuming any responsibility to do so, and always acting at its own discretion, change the access data without prior notice or block the respective Account. Bigpoint GmbH will promptly inform the rightful User and will, upon request, communicate the new access data to him or her without undue delay. The User cannot claim to have his initial access data restored.

9.3.4 In case a third party uses, through the User's fault, Bigpoint GmbH's Games or Services with the User's access data, the User is liable for the fees and for damages. All access through the User's access data shall be considered as an access by the User himself or herself. Bigpoint GmbH points out that passwords should regularly be changed for security reasons. The User is solely responsible for the use of his or her Account.

9.3.5 Bigpoint GmbH protects its systems against viruses. However, virus infections can never be completely ruled out. Also, unauthorised third parties may send e-mails under the name of Bigpoint GmbH, without Bigpoint GmbH's consent, and such e-mails may contain viruses, spyware or link to web content which, in turn, contains viruses or spyware. Bigpoint GmbH cannot prevent such behaviour. The User will, therefore, check all incoming mail send by or under the name of Bigpoint GmbH for viruses. This also applies to mails from other Users of the Games or Services.

9.3.6 The User will follow the instructions of Bigpoint GmbH, its employees, assistants and vicarious agents, including administrators and moderators of forums of a Game or Service.

9.3.7 The User must not, under any circumstance, use the Account, login name or password of another user.

9.4 User's obligations regarding information for upload

9.4.1 The User shall carefully select the content he or she makes available to other users by uploading it on the Bigpoint portal

9.4.2 The User shall not make available through the Services content (such as pictures, videos, links, names, words) of political, religious, insulting, offensive, violent, sexist, pornographic, or touting nature, especially not racist, rightist extreme or leftist extreme content, persons or depiction. The User shall not use any terms or marks, names, pictures, videos, music, games, or other material protected for third parties. In case of doubt, the User shall promptly remove any content upon Bigpoint GmbH's request. Bigpoint GmbH is also entitled to remove such content on its own. The User will always respect any applicable laws and other legal rules, especially with regard to youth protection, data protection, protection of personality rights, protection against insults, public decial, copyright, trademarks.

9.4.3 The User must not use the Services for illegal or unauthorized purposes. It is prohibited to use account names or e-mail-addresses of other Users without their prior consent for sending unsolicited e-mails, promotional messages or other commercial purposes.

9.4.4 Bigpoint GmbH may delete any content submitted by the User in culpable violation of the principles above.

9.4.5 Bigpoint GmbH is especially entitled to delete any information submitted by the User in whole or in part which give reason to assume a breach of these TCs, the instructions and rules of the respective Service or of applicable law, for example information with falls in one of the following categories:

- obviously offensive, racist, fanatic, glorifying violence;
- molesting, insulting, threatening, obscene, defaming, libelous;
- sexist, pornographic, or otherwise harmful to underage persons, or containing links to a website unsuitable for underage persons;
- false or misleading; promoting illegal activities;
- illegal or unauthorized copy or diffusion of a work protected by copyright, for example by providing illegal computer programs or links to illegal computer programs, information on by-passing copy protection measures, illegal copies of music or other copyright infringements;
- sending junk mails, chain mails, and unsolicited bulk mails, instant messages, spimming and spamming;
- containing pages or pictures which are hidden or password protected
- promoting or endorsing criminal activities or containing instructions for criminal activities, including but not limited to information on the production or purchase of arms, child pornography, fraud, drug trafficking, gambling, stalking, spamming, spimming, dispensation of computer viruses and other harmful files, copyright infringement, patent infringement, spying on trade secrets;
- soliciting other Users to disclose personal information for commercial or illegal purposes, or to disclose login data,;
- containing commercial or sales activities, such as contests, draws, swaps, classified ads, multilevel selling;
- containing a picture of another person without such person's consent

9.4.6 The User cannot claim that such deleted information is restored.

Bigpoint GmbH may also exclude the respective User from further use of the respective Service and, in case of repeated infringements of the aforementioned prohibitions despite warning notice, to terminate the User's Account with immediate effect. Bigpoint GmbH reserves to exercise its further rights, especially to claim damages.

9.4.7 The User will inform Bigpoint GmbH in case he or she learns about an abuse of the Services by other Users or third persons, such as making accessible or sending information violating this Sect. 9.4). To ensure effective measures, Bigpoint GmbH requests such information in written (e.g. e-mail).

9.5 User's liability regarding uploaded information

9.5.1 The User is solely responsible for any texts, files, pictures, photographs, videos, sounds, copyrighted or other material, information etc. (hereinafter "Uploaded Information") he uploads on the Bigpoint portal or shares with other users. Bigpoint GmbH does neither endorse nor approve such information.

9.5.2 Bigpoint GmbH does not control the Uploaded Information on the Bigpoint portal. Bigpoint GmbH does not verify the Uploaded Information before they go live. In case Bigpoint GmbH learns that Uploaded Information is illegal, these will be deleted promptly.

9.5.3 Bigpoint GmbH disclaims of any liability or warranty with respect to the Uploaded Information, especially their accuracy, completeness, and reliability.

9.6 Copyright

9.6.1 The User remains the owner of all rights in the Uploaded Information. By submitting information on the Bigpoint portal, the Games or Services, the User grants Bigpoint GmbH a non-exclusive, revocable license free of charge to publicly perform, publicly display, reproduce and diffuse such information.

9.6.2 The User does not grant Bigpoint GmbH any other rights in the Uploaded Information. Bigpoint GmbH may not use Uploaded Information in another context.

9.6.3 By submitting information, the User acknowledges and accepts that Uploaded Information on the Bigpoint portal can be accessed globally through the internet.

The aforementioned license ends for Uploaded Content which the User deletes from the Bigpoint portal and the Services.

10 Claims based on defects

10.1 Bigpoint grants the User access to the Games and Services in their then current version only (Sect. 1.2). The User cannot claim that a given state of the Game or Service or functional range are maintained or achieved. The User acknowledges and agrees that the Games and Services provided by Bigpoint GmbH, as any other software, can never be completely free of bugs. Therefore, the Games and Services can only be considered to be defective if their playability or usability is affected severely and sustainably.

10.2 The User shall document any faults of the Games or Services or deliveries of Bigpoint GmbH, and report them in written along with a protocol of the error messages displayed. Before reporting a potential bug, the User will consult the instruction and other troubleshooting tools provided by Bigpoint GmbH (especially frequently asked question lists, and boards for troubleshooting). The User will use best efforts to support Bigpoint GmbH in any attempts to debug.

10.3 The User will notify Bigpoint GmbH of any faults without undue delay upon discovery in written form. Apparent faults of goods – including virtual goods – have to be reported to Bigpoint GmbH in written within two weeks upon receipt. To comply with this deadline, it is sufficient that the report is sent in time. If no notice has been given within this deadline, all claims based on such defects shall forfeit. The User is advised to correspond submit such reports in written (telefax, letter or e-mail) to Bigpoint GmbH.

10.4 Bigpoint GmbH is not liable for defects caused by external influence, faulty handling by the User, force majeure or changes or manipulations which are not carried out by Bigpoint GmbH.

10.5 Bigpoint GmbH does not assume any warranties.

11 Limitation of Liability

11.1 Bigpoint GmbH is not responsible for damages unless they are caused intentionally or by gross negligence.

11.2 The aforementioned limitation of liability does not apply to the liability for personal injury of life, body, and health. It does not apply in case the damage is the result of a breach of a cardinal obligation, an essential obligation or a guarantee. Bigpoint GmbH remains responsible for product liability and according to Sect. 44 a TKV.

11.3 Liability for breach of a cardinal obligation or an essential obligation is limited to the damage which could have been foreseen.

11.4 The damage which can be foreseen is limited to EUR 200,00 per Account.

11.5 The aforementioned limitation of liability also applies for the personal liability of staff, employees, assistants, vicarious agents, contributors, representatives, organs, shareholders of Bigpoint GmbH and their members.

11.6 Bigpoint GmbH is only liability for consultancy as far as the content of its Games and Services are concerned.

Bigpoint GmbH distance itself explicitly from the contents of any sites to which there are direct or indirect links from Bigpoint GmbH's sites. Bigpoint GmbH does not assume any responsibility for these contents and sites. The providers of the respective sites are responsible for their content.

12 Data protection

12.1 Bigpoint GmbH will only collect, process or use any data referring to the User as a person for the purpose of this contract (including billing) unless Bigpoint GmbH is required by law to disclose such data, or the User has explicitly expressed his or her consent. Collection, usage and processing of the data are carried out in electronic form. Bigpoint GmbH, however, reserve their right to inform the User about other games and related services offered by Bigpoint GmbH, also in electronic form, without the User's explicit consent, as far as legally permissible, as long as the User does not contradict. The User may contradict at any time, and no costs other than costs for the transmission (at base tariffs) of the contradiction will arise.

12.2 For advertising and market research purposes and for designing the Games and Services according to the User's needs, Bigpoint GmbH may generate user profiles based on pseudonyms. The User has the right to contradict this processing and usage of his or her data at any time. Upon request, Bigpoint GmbH will promptly inform the User about all data logged with regard to the User's person or pseudonym free of charge. This information will generally be provided by electronic means of communication.

12.3 Bigpoint GmbH may pass on payment data of the User to service providers or third parties insofar as this is required for determining the fees and billing. Bigpoint GmbH will disclose the names of these third parties. Bigpoint GmbH may pass on payment data to a third party in charge of billing, as far as required for this purpose. Except for that, Bigpoint GmbH will not pass on user data, or the content of private messages of the User, to any third party except when required by law.

12.4 Bigpoint GmbH points out that data protection and data security cannot be guaranteed for data transmission through open nets such as the internet at the current stage of technical development, The User acknowledges and agrees that the provider might have access to the data stored on the servers, and might therefore be able to have access to the User's data. Other users of the internet might also be technically able to get unauthorized access to network security and thus have access to the messages. The User himself or herself is responsible for security and backup of the data he or she transmits through the internet, and which are stored on web servers.

13 Misc.

13.1 Any changes, amendments or the abrogation of the contract (partly or entirely) require written form; the requirement of written form can only be waived in written.

13.2 The sole place of jurisdiction is Hamburg, Germany in case the user transfers his or her the legal domicile or regular residence to a place outside the Federal Republic of Germany after conclusion of the contract. The same applies if the legal domicile or regular residence are unknown upon filing of a legal action.

13.3 The law of the Federal Republic of Germany exclusively applies for all contracts concluded by Bigpoint GmbH on the basis of these TCs and any claims arising thereof. The application of the agreement of the United Nations on contracts for international sale

of goods and German International Private Law are excluded.

13.4 Should a provision of these TCs be or become invalid, the validity of the other provisions shall not be affected.

13.5 The German version of these TCs is decisive.

Hamburg, November 26, 2007.

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