

# TERMS OF USE

## PlaySpot App

### Terms of Use

#### # Terms of Use for PlaySpot

These Terms of Use apply to any person (hereinafter referred to as the “User”) who installs the Playspot app (hereinafter referred to as the “App”).

The PlaySpot app is provided and operated by PlaySpot.io (hereinafter referred to as the “Provider”). You can find more detailed information on the Provider in the App’s imprint.

#### ## 1. Registration, requirements for use, password

##### ## 1.1.

The App may be used free of charge following registration. You register by entering your e-mail address or through the single sign-on of Facebook or Google Plus, in the App’s dialogue window or menu item provided for this purpose. You may register if:

- (a) you are over 18 years of age and therefore have full legal capacity;
- (b) you fully and accurately fill in the required information requested upon registration; and
- (c) you do not yet have a user account for the App.

##### ## 1.2.

By completing and sending the registration form, the user applies for a user account for the App to be set up for him/her. When the Provider subsequently confirms or carries out the registration, a user relationship will be established, which authorises the user to use all of the App’s services and functions.

##### ## 1.3.

The use of and registration in the App is only permitted for private purposes. There is no entitlement to registration or to the use of relevant services and functions of the App. The User must provide complete and correct information. Only one user account may be set up per user. Transferring or selling a user account to third parties for their own purposes is not permitted. E-mail addresses or self-selected user names must not have the potential to violate interests or rights of other users meriting protection or to breach laws.

#### ## 1.4.

Upon registration, the password selected by the user will be assigned to his/her user account. The User must not disclose the password or make it available to third parties and must keep it in a safe place so as to avoid misuse. He/she must immediately inform the Provider if he/she has lost his/her password or if he/she learns that unauthorised third parties have gained knowledge of it. The User is liable for any misuse by third parties, unless he/she provides proof that it is not his/her fault..

### ## 2. Term, termination and cancellation right

#### ## 2.1.

Registration in the App and the resulting possibility of making full use of the App is effective until termination, which can be declared by either the User or the Provider, giving one month's notice.

#### ## 2.2.

The parties' right of extraordinary termination for good cause remains unaffected. Good cause exists for the Provider, in particular, if: (i) the User uses the App in breach of contract, particularly for commercial or improper purposes, or in breach of the rules of conduct set out in section 11 of these Terms of Use; (ii) the application for registration was incorrect or fraudulent.

### ## 2.3.

Any notice of termination must be in text form. The User can direct a notice of termination to the address of the Provider specified in the imprint. The Provider can direct a notice of termination to the e-mail address last specified by the User in the user account.

### ## 2.4.

After the end of the notice period for termination or when the user relationship between the user and the Provider otherwise ends, the right of the User to make further use of the services and functions of the App requiring registration shall expire. As a rule, after the end of the user relationship it will no longer be possible for the User to access data and content which were associated with the user account.

Coins which the User has earned before the effective date of the termination may be redeemed up to six months after that date against a cash reward or other reward made available by the Provider in accordance with the provisions of section 5 of these Terms of Use. Thereafter, the coins shall expire and it will no longer be possible to redeem them. Upon the effectiveness of the termination by one of the parties, the user's right to collect coins in order to redeem them against rewards shall expire.

### ## 2.5.

The User's statutory right to cancel the usage relationship established through the registration within two weeks from the activation of the user account by notice to the Provider remains unaffected.

### ## 2.6.

Following the termination or cancellation, the User shall be free to continue to use the preset Apps of the Provider's partner companies obtained by him/her.

## ## 3. General specification

The App is an offer to present apps in all categories. It also enables the User to participate in a reward or bonus programme for the active use of game apps and other apps.

Participation in the App solely serves the purpose of entertainment. The service provided by the App is to present to the User, possibly on the basis of his/her previous app preferences as well as his/her use and purchase behaviour with regard to such apps, games and other apps for the use of which the User can obtain coins via the App. The User earns coins through the active use of the apps of the Provider's partner companies preset in the App (hereinafter referred to as "preset apps"), as well as through the purchase of services and virtual items in the preset apps (in-app purchases).

You will find simple instructions for the use of the App when you first open it.

#### ## 4. Collecting coins

##### ## 4.1.

The App offers users the possibility of collecting coins for the use of the preset apps. The

- preset apps for which coins can be collected;
- the number of coins which can be earned per app; and
- the time and content limitation of special offers or special campaigns relating to individual coins and rewards

are established solely by the Provider and can be changed by the Provider at any time without giving reasons. The User has no legal entitlement in this respect.

##### ## 4.2.

Coins expire automatically one year after they have been credited to the User's App account, unless they have been previously redeemed against rewards.

#### ## 5. Redeem coins and receive rewards

##### ## 5.1.

Users can redeem their coins for particular rewards according to an exchange rate established by the Provider for each reward. Examples of such rewards are PayPal credits, cash rewards or virtual rewards for other apps, credit codes or other digital content. The User can choose the rewards in the reward shop of the App. The User can select any reward provided by the Provider for which he/she has collected a sufficient number of coins, unless stocks of the selected reward are exhausted.

#### ## 5.2.

The Provider shall transfer cash rewards into a regular bank or online account of the User (for example via PayPal). For this purpose, the User must specify his/her payment details in connection with the payment of the rewards (bank details, e-mail address and user name for his/her online account, if necessary). The Provider will store that information for future transactions.

#### ## 5.3.

Virtual rewards may, for example, be in-app items which are gifted to the users in other apps. The virtual rewards may be granted to the User through various channels, including but not limited to e-mail, push notification, text message or only a click on a button.

#### ## 5.4.

Rewards for the coins may also be voucher codes which the users can redeem in other apps or shops. When redeeming the coins against a voucher, the Provider's performance is limited to the transfer of a credit code to the User by the Provider conferring on the User an entitlement to conclude a contract with the respective issuer of the voucher or the party which is specified as the provider of the service for the respective voucher, on the terms specified on the respective voucher. The Provider provides no warranty for the voucher partner's financial capacity or creditworthiness and does not owe the performances

specified on the voucher. The voucher partner is solely responsible for the performance of that contract, including the handling of any warranty claims.

## 5.5.

For the redemption of rewards, the exchange rate at the moment of redemption always applies. The Provider reserves the right to change and adjust the exchange rate on an ongoing basis. The user has no entitlement to the maintenance or granting of a particular exchange rate.

## 5.6.

The Provider will continue to develop the App on an ongoing basis. The User has no entitlement to the maintenance of the App or the preset apps in the version existing upon the conclusion of the contract. The Provider therefore reserves the right to offer new features and functions at any time, particularly (but not exclusively) for the redemption of coins. In the course of the modification and further development of the App, the Provider also reserves the right to tie individual features to certain conditions (e.g. the achievement of a particular coin account balance or the performance of certain actions, for example further app installations) or to no longer offer them at all.

## 5.7.

The Provider guarantees no profits to the User. In particular, the User shall not be entitled to be paid a particular reward. An entitlement to the payment of a reward only exists if such an entitlement has been explicitly offered by the Provider. The applicable exchange rate is that of the time of the redemption of the coins.

The User shall not be entitled to the payment or redemption of the reward if he/she violates the game rules or rules of conduct set out in section 11, particularly if he/she has technically manipulated the outcome of a game or the App itself.

## ## 6. Fees

The use and registration of the App is free of charge. The Provider reserves the right to charge fees in the future for individual features. This may occur in particular, though not exclusively, for the activation of additional features within the App or the purchase of coins for further use in the App.

The User will be informed of this at least two weeks in advance. If he/she does not agree to the additional costs, the Provider shall have the right to terminate this usage contract, giving one month's notice, effective at the end of a month, in which case the User shall have the right to redeem the coins which he/she has already earned until the effective date of the termination within a further six months from the effective date of the termination.

## ## 7. User's usage rights to content

### ## 7.1.

If the User places texts, photographs or other content (hereinafter referred to jointly as "content") in the App or disseminates such content in the App (for example within the framework of his/her profile or through comment functions), he/she shall grant the Provider, free of charge, the right to store that content without any time limitation, to make it available free of charge for accessing in connection with the respective offer, to edit it, offer it for storage or printing or to use it in online, print, radio or other media. The content will only be published on the App. Any use for advertising purposes (e.g. advertisements) shall require the consent of the respective user. The rights can be granted to third parties by way of a sublicense, provided that such sublicensing serves the purpose of enabling the third party to provide services for the App in connection with the provision or use of the App. The

above-mentioned rights shall remain with the Provider without any time limitation also after the usage contract has been terminated or otherwise ended.

#### ## 7.2.

The User warrants by uploading the content that he/she is able to dispose of the rights hereby granted, that no opposing third-party rights exist and that he/she has not yet otherwise disposed of the rights to the content which would preclude their being granted to the Provider in accordance with these Terms of Use. Persons under 18 years of age warrant that they have obtained the consent of their parents or guardians.

#### ## 7.3.

The Provider is not obliged to verify the correctness, completeness or legality of the User's content in advance. The Provider does not adopt the User's content as its own. The Provider shall not be liable for any damage or loss caused by the use of that content. If the Provider is informed of legal violations due to third-party or linked content, it shall delete or block the relevant content after examining the allegation of unlawfulness.

#### ## 7.4

The User shall indemnify the Provider against any justified third-party claims which are asserted against the Provider or companies affiliated with it, as defined by Article 15 et seq. of the German Stock Corporation Act (Aktiengesetz), or their statutory representatives and/or vicarious agents due to the use of the rights granted under section 7 or due to content distributed and made publicly available by the User on the App. The User shall fully reimburse the Provider for the judicial and extra-judicial costs incurred as a result of this by the Provider or its statutory representatives and/or vicarious agents.

#### ## 8. Rights to the content provided by the Provider



The content provided by the Provider on the App is protected under copyright and ancillary copyright law. Duplication, public reproduction or other use or utilisation of content which is thus protected requires the consent of the respective rights holder. The User is permitted to use, access, save and print out the content exclusively for the purposes of the contractual use of the App and for private use and provided that this is neither directly nor indirectly for commercial purposes.

## ## 9. Availability, data backup

### ## 9.1.

The Provider provides no guarantee that the App and the services and functions requiring registration operate and are available without interruption and errors at all times. The User must him/herself ensure an adequate Internet connection. The User is aware that, like any other software, the games and services can never be completely free of errors. The User is responsible him/herself for the fulfilment of the system requirements necessary for the use of the App, particularly with respect to the operating system used by it. However, the Provider shall make every effort, within the limits of what is commercially reasonable, to enable the operation of the App without interruptions or errors at all times.

### ## 9.2.

The Provider can restrict the availability of and access to the App and services and functions requiring registration insofar as the security of the network operation and the maintenance of the network integrity, particularly the need to avoid serious disruptions of the network, the software or stored data, requires this.

### ## 9.3

The Provider is not obliged to provide updates or upgrades for the App or to otherwise modify the App in line with possible changes made to hardware and/or software (particularly operating systems).

## ## 10 Warranty / liability

### ## 10.1.

If the Provider learns that the App has errors which significantly impair its fitness for the contractual use, it shall endeavour to eliminate the errors as soon as possible, for example by providing an update. This does not include errors which do not lie within the Provider's area of responsibility, such as errors which occur due to updates in the android operating system.

### ## 10.2.

The use of the preset apps shall be regulated exclusively by the usage relationship existing between the User and the Provider's partner company and any terms of use set by the partner company. It is explicitly left to the User to inform him/herself about the key issues governing his/her decision to conclude a contract or to agree to the partner company's Terms of Use.

The Provider shall not be the User's contract partner with regard to the use of the preset apps. The Provider shall not bear any liability for material or legal defects in this respect.

The Provider shall also not be liable for the correctness, completeness and/or up-to-dateness of the content of the preset apps. The Provider does not adopt the content of those apps as its own and is not liable for any damage or loss caused by the use of those apps. The Provider also provides no guarantee for the partner company's services being performed correctly.

### ## 10.3.

The Provider shall otherwise be liable without limitation for wilful misconduct and gross negligence. For simple negligence, the Provider shall only be liable if its vicarious agents or statutory representatives breach an obligation which is of key significance for the achievement of the objective of the contract (a so-called key obligation). In such a situation, the liability shall be limited to the foreseeable damage or loss, which is limited to the amount of the fee paid by the User for the use of the App or services and functions requiring registration. The above limitation of liability does not apply to claims under the German Product Liability Act (Produkthaftungsgesetz) or to personal injuries. However, insofar as the Provider's liability is excluded or limited, this also applies to the personal liability of its statutory representatives and vicarious agents.

#### ## 10.4

We shall not participate in dispute settlement proceedings before a consumer arbitration board.

#### ## 11. Rules of conduct for users

##### ## 11.1.

The User is not permitted to load, store, disseminate, present, make publicly available, publish or refer or set up links to any content with the aid of the App which could infringe or impair the personal rights and/or protective rights of third parties and/or:

- is obscene, insulting, defamatory or offensive, glorifies violence or is pornographic or harasses other users or is unsuitable for minors or racist, seditious, xenophobic, of an extreme right-wing nature or otherwise objectionable, and/or
- contains or describes viruses, trojans, circumvention devices as defined by the German Act for Conditional Access Services (Zugangskontrolldienstegesetz) or unsolicited bulk mail (known as "spam"), and/or

- serves the purpose of and/or is suitable for extracting, storing or passing on personal data to other members for purposes other than the intended use of the services, and/or
- invites users to participate in chain letters, pyramid schemes or free share schemes and/or pursues commercial or other promotional purposes.

#### ## 11.2.

The User may only set up one account in the App (“prohibition of multi-accounts”). In particular, one account must not be used to obtain benefits for another account of the same User, for example through the transfer of items or game currency credits within the game from one account to another account of the same user (“prohibition of pushing”).

#### ## 11.3.

The use of the App is only permitted through tools provided or explicitly permitted by the Provider (“prohibition of the use of unauthorised scripts”). This entails, in particular, that the use of programmes which generate an excessive load on the server is not permitted. The use of software to systematically or automatically control the App or individual game functions (bots, macros) or for the reproduction or analysis of the games, game elements or the content uploaded into the App is not permitted.

#### ## 12. Changes to the Terms of Use and the App

The Provider reserves the right to amend these Terms of Use. The Provider shall inform the User of the change by e-mail at least two weeks in advance. The changes shall be deemed to have been accepted by the User if he/she fails to object to those changes by e-mail to [more.games.discovery@gmail.com](mailto:more.games.discovery@gmail.com) within a period of one month after the receipt of the change notification. The Provider shall advise the User in the e-mail notifying him/her of the changes of the significance of the four-week time limit and the legal consequences of

his/her failing to object. In the event that the User objects to the changes, the Provider reserves the right to terminate the usage contract in accordance with section 2.1 of these Terms of Use. Any legal acts carried out before the change shall continue to be subject to the original Terms of Use.

#### ## 13. Data protection

Unless the User has explicitly agreed to more extensive processing and use, the Provider shall only process and use personal data provided upon registration insofar and as long as this is permitted by law, in particular to make the services and functions requiring registration available. More detailed information about the handling of User's personal data can be found in the privacy notice and, if appropriate, in a declaration of consent to be confirmed prior to active use of the App.

#### ## 14. Final provisions

##### ## 14.1 Server time

If a date and/or time are applicable for declarations and legal transactions, the displayed server date and the displayed server time of the App shall be decisive.

##### ## 14.2 Applicable law and place of jurisdiction

Substantive German law applies to the exclusion of choice of law rules. This also applies if the User accesses the App from outside Germany.

The place of jurisdiction for any claims related to an order is Hamburg, insofar as the User does not have either his/her place of residence or habitual residence in Germany but the registration in the App can be ascribed to the User's commercial and/or independent professional activities. The Provider has the right to also bring lawsuits in the User's general place of jurisdiction. Mandatory provisions of the EC Convention on Jurisdiction and the Enforcement of Judgments shall have precedence.

### ## 14.3. Sub-service providers, takeover of the contract

The Provider has the right to either entirely or partially entrust third parties with the provision of the agreed services at any time. Furthermore, the Provider can transfer its rights and obligations under this contract to one or more third parties (takeover of the contract). In the event of a complete takeover of the contract, the User shall have the right to terminate the contract without notice.

### ## 14.4. Text form

Any arrangements that deviate from these Terms of Use must be in text form in order to be effective. This also applies to any annulment of the requirement of written form.

### ## 14.5. Severability clause

Should a provision of these Terms of Use be or become ineffective, the effectiveness of the other provisions hereof shall not be affected. The ineffective or unenforceable provision shall be replaced by the parties by an effective provision which comes as close as possible to the commercial purpose of the ineffective or unenforceable provision. The same shall apply in the event of unintended gaps or omissions.

As of: January 2016