

Terms & Conditions for the development of audio and/or visual game assets as fan generated content

1. Area of Application

- 1.1. DECA is a game developer and publisher for online games. These terms and conditions (hereinafter the "**T&C**") apply to the submission of fan generated content for the game Realm of the Mad God (the "**Game**" or "**ROTMG**") of DECA. Deca means the Deca Live Operations GmbH, Unter den Linden 21, 10117 Berlin, Germany (hereinafter referred to as "**DECA**"). In these T&C, the fan that created the content is referred to as "**Contract Partner**".
- 1.2. Contract Partner may develop / compose / design certain audio and/or visual game assets, such as music, audio files, graphics and/or characters (together the "**Assets**") for the Game.

2. Subject matter of these T&C and obligations of Contract Partner

- 2.1. The Contract Partner may create / develop / compose / design Assets for ROTMG as fan generated content. Any Asset must be developed and submitted by Contract Partner according to DECA's fan generated content guidelines, which are linked under [http://remaster.realmofthemadgod.com/?page_id=1835].
- 2.2. Any Assets developed and/or submitted by Contract Partner for the Game must not:
 - 2.2.1. contain any third-party copyrighted material or material that is subject to other third-party proprietary rights (including rights of publicity);
 - 2.2.2. contain any illegal material;
 - 2.2.3. contain voluntary or involuntary pornography;
 - 2.2.4. contain sexual suggestive content involving minors;
 - 2.2.5. contain anything that encourages or incites violence;
 - 2.2.6. contain anything that threatens, harasses or bullies, or encourages others to do so;
 - 2.2.7. contain personal and confidential information of third parties;
 - 2.2.8. impersonates someone in a misleading or deceptive manner;
 - 2.2.9. uses ROTMG to solicit or facilitate any transaction or gift involving certain goods and/or services and/or
 - 2.2.10. contain spam.
- 2.3. On becoming aware of any potential violation of these T&C, DECA reserves the right (but shall have no obligation) to decide whether the Assets comply with the fan generated content guidelines and may remove such Assets in DECA's sole discretion.
- 2.4. DECA reserves the right not to accept submissions of Assets. DECA reserves the right to ban Contract Partner from the Game, if he/she has violated and provisions of these T&C and/or any other terms and conditions of DECA regarding the Game.
- 2.5. DECA may decide according to its sole discretion if submitted assets will be included in the Game. Contract Partner has no right that any submitted Assets will be included in the Game.

3. Granting of rights

- 3.1. Contract Partner hereby grants to DECA any and all copyright-related rights of use, ancillary copyrights, and other rights he/she has accrued or will accrue in connection with the Assets and/or that he/she has acquired or will acquire for it, to exploit – commercially or otherwise - the Assets in whole or in part in the Game, including but not limited to the right to edit the Assets, the right of making the Assets available to the public, the adaptation right, the reproduction and distribution right, the synchronisation- and dubbing right, the right to exploit excerpts and clippings, the right to archive and store the Assets, the merchandising right for freely transferable and sub-licensable use without restriction or limitation with regard to time, territory, and subject matter (the "**Granted Rights**"). For clarification purposes, DECA is entitled to unlimited exploitation of the Assets in the Game; DECA will be permitted to transfer or sublicense any and all of the Granted Rights to third parties.
- 3.2. To the extent legally permissible, Contract Partner waives all moral rights to the Assets including his/her author's naming right ("*Urheberbenennungsrecht*") acc. to Section 13 UrhG (*German Copyright Act*).

4. Representation and warranties / Indemnification

- 4.1. The Contract Partner represents and warrants to DECA that (i) he/she holds all rights necessary for the fulfillment of his/her contractual obligations, including but not limited to the Assets and (ii) she/he is entitled to dispose over the Granted Rights for the Assets in favor of DECA.
- 4.2. If claims of third parties should nonetheless be brought against DECA, which contradict the foregoing warranty, the Contract Partner shall defend and indemnify DECA against them in relation to third parties upon first request and to full extent and shall respectively compensate DECA for all losses and expenses (including lawyer and court fees) incurred by it to this extent.

5. Symbolic Compensation

In the event that the Assets are included in the Game, which may DECA decide according to its sole discretion, Contract Partner shall receive a symbolic compensation in form of ROTMG Gold: 2000 ROTMG Gold. If applicable, they shall also receive the created in-game item.

6. Confidential Information

- 6.1. Any information disclosed by DECA and/or its representatives to Contract Partner (either orally or in writing or in any other form or medium whatsoever) shall be considered "Confidential Information" for purposes of these T&C. The term "Confidential Information" shall not include any information which the Contract Partner can demonstrate (a) is in or enters the public domain other than by reason of a breach of these T&C by the receiving party or any of its Representatives; (b) was already lawfully in its possession without restriction in relation to disclosure prior to the date of receipt from the disclosing party (as evidenced by records kept in the ordinary course of its business); (c) is obtained from a third party which is lawfully entitled to disclose such information without any restriction on its disclosure or (d) is required to be disclosed by law or by order of a court of competent jurisdiction.
- 6.2. The Contract Partner shall (a) keep all Confidential Information secret and confidential; (b) not make use of any Confidential Information other than for purposes of the discussions and of evaluating the project and (c) not disclose any such Confidential Information to any third party other than to those of its representatives or agents or professional advisers who have a need to know the same for the purpose of conducting the discussions and/or evaluating or implementing the Project.
- 6.3. To secure the confidentiality of the Confidential Information, the Contract Partner shall store all documents or materials containing Confidential Information, separate from all other documents and records, and in a way that identifies it as proprietary information belonging to the disclosing party; and safely so as to protect them against theft and unauthorised access; only make copies of the Confidential Information to the extent required to allow them to conduct the discussions effectively or evaluate the project; not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of their usual place of business; inform the producer immediately upon coming aware of any actual or imminent unauthorised use or disclosure of Confidential Information, and shall take all reasonable steps to assist DECA in preventing or stopping such unauthorised use or disclosure; and upon request supply the disclosing party with a list showing the names and addresses of the persons to whom Confidential Information has been disclosed and their relationship to the receiving party; and the places where Confidential Information disclosed to it is held.
- 6.4. Contract Partner acknowledges that the unauthorized disclosure or use of Confidential Information may cause irreparable harm to DECA, for which monetary damages may be difficult to quantify. Contract Partner therefore undertakes to pay a contractual penalty for each case of a culpable breach of the obligations set forth in this Section 6, the amount of the penalty to be determined at DECA's reasonable discretion and to be reviewed by the competent court in the event of a dispute. The assertion of further claims by DECA remains unaffected by this penalty.

7. Final provisions

- 7.1. No oral supplements have been made between the Contract Partner and DECA. Changes to these T&C must be made in writing in order to be valid. This also applies to this written form agreement itself.
- 7.2. The contractual relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If Contract Partner is a consumer and has no place of residence in the Federal Republic of Germany, the contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the CISG, unless mandatory provisions of the law of the country in which the consumer has his habitual residence provide otherwise.

- 7.3. If Contract Partner does not have a general place of jurisdiction in Germany or in another EU member state, or if Contract Partner is a merchant or a legal entity under public law, or if Contract Partner moves its permanent place of residence abroad after these T&C take effect, or if Contract Partner's place of residence or usual place of abode is unknown at the time the action is brought, the exclusive place of jurisdiction for all disputes arising from these T&C shall be the registered office of DECA.
- 7.4. Should individual provisions in these T&C be or become invalid, the validity of the T&C on the whole and of its remaining provisions shall not be affected thereby. Instead of the invalid provision or in amendment of any omissions in the provisions of this contract, an appropriate provision shall be agreed, which comes closest to what the Parties have intended according to its economic objective or which is equivalent of what would have been agreed according to the meaning and purpose of this contract if the Parties had considered this point from the outset.
