

General Terms and Conditions

1. Subject of the contract

1.1 The use of the online games on the websites of GameSpree GmbH & Co. KG (hereinafter "GameSpree") and all other related services is governed by the following terms and conditions. The services include activities such as creating a profile page, participating in forums, uploading media content (such as photographs, text, etc.), acquiring virtual objects and/or other services. Online game participants and users are referred to hereinafter as "the User". Unless stipulated otherwise, all online games or services cited in these General Terms and Conditions (hereinafter "GTC") refer to online games and services provided by GameSpree. The services of third parties including internet access are not subject to these GTC.

1.2 The online games and services of GameSpree are continuously updated, customised, upgraded and altered. The User is therefore granted the right to use the versions of the online games and services which are currently available. The User has no right to demand that the online games and services are maintained in the same form as they were at the conclusion of the contract and no right to demand that a certain version is reinstated.

1.3 GameSpree provides online games in a free basic version (clause 5), which may be complemented by features and services (hereinafter "Premium Features" clause 6) that are subject to charges and not included in the basic version.

1.4 GameSpree shall endeavor to ensure the permanent availability of servers hosting the online games. GameSpree has the right to limit access to online games and services, should this be required for network security, maintenance of network integrity, or in particular to avoid grave disturbances in the network, the software, or stored data.

1.5 GameSpree reserves the right to cease the operation of an online game or services at any time and without stating any reasons. In such cases the User may at his/her discretion demand to be credited for advance payments (e.g. for premium features) which can be redeemed at his/her discretion for other online games and services operated by GameSpree. Alternatively, the User may demand that advance payments are reimbursed. The right of the User to terminate the contract due to the discontinued online games and services shall remain unaffected. Any further claims of the User, unless otherwise explicitly specified in these GTC, are excluded.

2. Scope of application and modifications to the GTC

2.1 GameSpree provides services to Users exclusively based on the GTC. User's general terms and conditions shall not constitute part of the agreement unless expressly confirmed in writing by GameSpree.

2.2 These GTC shall completely supersede all previous versions of GameSpree's general terms and conditions. They may be downloaded to a personal computer and printed.

2.3 GameSpree reserves the right to modify these GTC. Modifications to the GTC will be communicated to all Users on our webpages during their next login in a suitable way.

2.4 The GTC will take effect after the User has agreed to the modifications in the GTC. Continued use of GameSpree's services may be construed as User acceptance of the new GTC. Approval of the modified GTC shall also be deemed confirmed when GameSpree has notified the User of the modifications, and the User has not submitted to GameSpree any objections in writing within four weeks of having received notification of the modifications. In any notification of modifications GameSpree will explicitly point out the conditions of revocation and termination, the period of time in which these steps must be performed, and in particular the legal consequences of lack of objection to the modified GTC.

2.5 Provided the User objects within the period of notice, both parties shall have the right to terminate the contract within a period of notice of 14 (fourteen) days. The original charges shall apply until the termination of the contract. Any payments made by the User after termination of the contract shall be partially reimbursed. Any user credit will be paid out to the User.

3. Registration, User Account

3.1 Registration (clauses 3.1 to 3.3) and a user account (clause 3.4) are required to use GameSpree online games and services. Registration and user accounts are free of charge.

3.2 For registration, the User must provide an e-mail address registered in his/her name which will be used for future logins, as well as a character name to be used in the game. The User shall not be entitled to specific character names. The character name may not violate the rights of third parties or be contrary to morality. An e-mail address or internet address may not be used as a character name. The User shall be responsible for disclosing to GameSpree any false or incomplete information.

3.3 Registration shall be performed personally. Registration by third parties, in particular third parties that register individuals professionally at tele-service providers (registrations services and listing services) is not permitted.

3.4 After registration a user account will be activated for the User ("User Account"), which that can be managed independently. A free contract between GameSpree and the User for using the basic version of the respective online game is concluded upon activation of the User Account.

3.5 The User Account is not transferable without the explicit consent of GameSpree. The User has the right to register several User Accounts at GameSpree. Notwithstanding the foregoing, the rules of an online game may forbid the User to participate in the online game using several user accounts. The User is expressly called on to read the rules of the individual online game carefully, as any violation could result in suspension of the User Account.

3.6 The User shall not be entitled to registration and account activation, nor shall the User be entitled to publish any specific user content on the websites of GameSpree.

3.7 The User shall be obliged to keep strictly confidential the access data (logins, passwords, etc.) assigned by GameSpree for accessing games and online services, and agrees not to disclose them to any third party. The User pledges not to use under any circumstances the account, registration

name or password of another user. The User shall notify GameSpree immediately should he become aware that unauthorised third parties have obtained the access data.

3.8 Should a third party use a User's Account after having obtained the User's access data through insufficient user safeguards against access by third parties, the User shall be treated as the third party, due to ambiguity about who had used the account in question, and who might be liable in case of a legal or contractual violation. GameSpree recommends changing passwords frequently for security reasons.

3.9 In the event of reasonable suspicion that access data have been accessed by unauthorised third parties, GameSpree reserves the right, but is not obligated, for security reasons and at its own discretion to change the access data or suspend use of the account without prior notification. GameSpree will immediately notify the authorised user and upon request provide the User with the new access data within a reasonable period. In this instance the User is not entitled to have the original access data reinstated.

4. Conditions of use

4.1 GameSpree only provides consumers with online games and services within the meaning of § 13 of the German Civil Code (Bürgerliches Gesetzbuch; BGB).

4.2 Only individual users are admitted (no groups, families, companions). Persons of 18 years of age or older at the time of registration, or persons whose legal guardians have authorised use, may access the online games and services. GameSpree reserves the right at any time to require written age verification or authorisation of a legal guardian.

4.3 Access to the online games and services of GameSpree is primarily via personal computer connected to the Internet with DSL or similar connection. Using other internet-enabled devices may only provide limited access to the features and display of games and services.

4.4 Users may only access the online games and services using an internet browser or software provided by or expressly authorised by GameSpree. Using programs that cause server overloads is expressly prohibited. The same applies to using software that systematically or automatically controls online games or individual game features (bots, macros) or that reproduces or evaluates online games, game elements or content.

5. Basic version

5.1 The User may access the online game or service after creating a user account (cf. clause 3.4) by navigating to the website of the online game or the website of GameSpree and logging in. GameSpree provides the User with access to its online games and services within the framework of existing technical and operational possibilities. Participating in online games and services provided by GameSpree is for entertainment purposes only. Commercial use is prohibited.

5.2 Access to the basic version of any online game is free of charge. The basic version can be played without limits. The User may not have access to all the features of an online game or service when using the basic version.

6. Premium features

6.1 For a fee, the User has the possibility to access premium features via a simulated gaming currency (cf. clause 7.2). Specifics regarding the premium feature arrangements (features, prices, requirements) of an online game will be provided on the individual website of the online game. Depending on the premium feature and fee, this can require a single payment to a credit balance that can be used to access certain features of the online game in accordance with its rules; or this can require payment for access for a certain period of time (day, week, month, quarter, six months or year).

6.2 The User will be expressly notified of any necessity to pay a fee for premium features prior to placing an order for the premium features. The contract governing the acquisition of premium features comes into effect with the receipt of the order confirmation, and no later than the services have been provided by GameSpree.

6.3 As online games are continuously being developed, GameSpree expressly reserves the right at any time to offer new premium features, or discontinue existing premium features and/or offer them in the free basic version. In the event the User has already made payments for premium features for a period in the future and is unable to use them because they have been discontinued and/or have been made available in the free basic version, GameSpree will instead offer the User at his/her option other premium features as a substitute, or reimburse the paid amount based on the remaining time credit. In this case the User has the option of terminating the User contract with immediate effect. Any further claims by the User are excluded.

7. Gaming currency and virtual goods

7.1 GameSpree provides gaming currencies for online games with premium features which simulate currencies within the individual game worlds. These simulated gaming currencies are not real money. Modifications as stipulated in clause 1.2 may change the application and usage possibilities of these gaming currencies. Exchanging gaming currencies for real money for improper or manipulative purposes in relation to the online game is not permitted.

7.2 Simulated gaming currencies may be purchased as vouchers. These vouchers can be purchased in various types of packages. Detailed information is provided in the current price list for the individual online game. Premium features may only be purchased with the simulated gaming currencies.

7.3 Contracts governing the purchase of vouchers, and quotas for simulated gaming currencies, come into effect upon activation of the gaming currency allocations for the individual user account.

7.3 Virtual goods may also be purchased as a premium feature. GameSpree points out that these do not constitute "objects" or "property" in the sense of the German Civil Code (Bürgerliches Gesetzbuch; BGB). By purchasing virtual goods the User is only entitled to use the purchased virtual goods within the online game for which it was purchased in accordance with the regulations in effect for that online game. The authorisation for use expires when the contract between GameSpree and the User regulating the use of the online game is terminated.

8. Right of revocation

You (the User) may revoke your contractual agreement in writing (letter, e-mail) within two weeks without statement of reasons. The period begins upon receipt of this notification in writing but not before the conclusion of the contract, and not before fulfilling our information requirements in accordance with article 246 § 2 in conjunction with § 1, paragraph 1 and 2 of the "Einführungsgesetz zum Bürgerlichen Gesetzbuch" (EGBGB), and not before fulfilling our obligations in accordance with § 312g paragraph 1 clause 1 of the BGB in connection with article 246 § 3 of the EGBGB. The revocation period shall be met if the revocation notice has been sent prior to the deadline. Revocation is to be directed to:

GameSpree GmbH & Co. KG
Pfuelstr. 5
10997 Berlin
Germany
E-Mail: unsubscribe[at]kingsandlegends.com

Consequences of revocation

In the event of effective revocation any mutually received benefits are to be refunded and possible benefits derived (e.g. interest) to be returned. If you are unable to return the received benefits, be it in whole or in part or only in a deteriorated state, you shall compensate us in an amount matching the loss in value incurred. This may result in you being required to fulfill your contractual payment obligations for the period up to revocation. Obligations to refund payments must be met within 30 days. The period shall commence for you on the date you sent the notice of revocation and for us, following its receipt.

Special notice

The right to revocation will expire prematurely if the contract has been completely fulfilled by both parties upon your express request before you have exercised your right of revocation.

End of revocation notice

9. User obligations

9.1 The game instructions and game rules of the individual online games and services shall be published on the website of GameSpree as well as the website of the individual online game. In the online gaming worlds the User can play with many other users as well as communicate with other users about the services on the GameSpree website. Rules must be adhered to in order to guarantee a constructive gaming environment. With his/her participation the User acknowledges as binding the game rules and requirements for using the services. In addition, the User shall refrain from any activity that would interfere with the operation of the online games and services as well as with a constructive gaming environment. The User is not authorised to use GameSpree online games and services for commercial or illegal purposes (e.g., gold farming, scamming).

9.2 The User must provide complete and correct information regarding the identity of the User and other circumstances relevant to the contract (in particular bank and credit card details). The User

shall inform GameSpree immediately of any changes in the data; the User shall confirm the data upon the request of GameSpree.

9.3 The User shall exercise prudence when spreading information about GameSpree or its services in online games. While using the services the User undertakes not to disseminate any content (e.g. images, videos, links, names, words) that constitute advertising, political, religious, offensive, harassing, violent, sexist, pornographic or other immoral or objectionable content, in particular racist or extreme left-wing or right-wing content, persons or depictions. In addition, the User undertakes not to use legally protected terms, names, images, pictures, videos, and pieces of music or other materials. In cases of doubt the content deemed inappropriate by GameSpree are to be removed immediately. GameSpree reserves the right to remove this content itself. In using GameSpree online games and services the User undertakes to comply with any applicable laws and regulations, in particular those governing the protection of minors, data protection, privacy, slander, copyright and trademarks, etc.

9.4 If the User purchases simulated gaming currency packages, or if the User uses premium features, the User is obligated to pay the required fee (User's principal obligation for pay services). Providing GameSpree with correct and complete data when concluding the contract or extending the contractual relationship is an additional principal obligation of the User.

9.5 A culpable violation of the obligations cited in clauses 9.1 through 9.4 entitles GameSpree to delete the information posted by the User in breach of the obligations, or to prevent such activity from taking place. GameSpree shall in particular be entitled to act in this manner when there is evidence of violation of these GTC, the rules of online games or services or laws. In the case of repeated violation of the obligations in clauses 9.1 through 9.4 despite warning, GameSpree is entitled to immediately suspend delivery of all contractual services without notice and terminate the contract. GameSpree expressly reserves the right to make any additional claims, in particular claims for damages.

9.6 The User shall notify GameSpree immediately if informed of misuse of the services by third parties or other users (e.g., dissemination of content as described in clause 9.3) To ensure effective action can be taken, the User is requested to submit this information in writing (e.g. e-mail).

10. Responsibility for content

10.1 The User assumes all responsibility for content such as texts, files, images, photographs, videos, sounds, pieces of music, copyrighted works or other materials that he posts or shares with other users (hereinafter "Posted Information") in the online game or on GameSpree websites. The information posted can be viewed by third parties all over the world via the Internet. The User expressly assumes all responsibility for this Posted Information.

10.2. GameSpree does not assume ownership of the Posted Information and does not agree to any opinion expressed in that content. GameSpree has no control of the information that is posted. GameSpree does not implement a pre-scan of information before it is posted. GameSpree shall immediately delete illegal content if it attains or has knowledge of such content on its websites. GameSpree is not responsible for this Posted Information.

11. GameSpree liability

11.1 Limitation of liability for free services & basic versions

GameSpree shall only be liable for damages arising from the use of the basic version (including the accessing and use of other free services) due to intent and gross negligence of GameSpree, its legal representatives, executive employees or auxiliary persons.

11.2 Limitation of liability for premium features

11.2.1 GameSpree is liable for the full amount of damage in case of intent or gross negligence and assumes unlimited liability for any violation against life, body and physical health.

11.2.2 In case of violation of a fundamental contractual obligation or the violation of a guarantee, the liability of GameSpree will be limited to compensation for the typically foreseeable damage. Fundamental contractual obligations are defined as obligations the accomplishment of which alone makes it possible to properly execute the contract at all, and on whose fulfillment the User may rely.

11.2.3 The aforementioned exclusions and restrictions of liability apply to the liability of employees, associates, representatives and auxiliary persons of GameSpree.

11.2.4 GameSpree assumes liability for the loss of user data, as an addition to clauses 11.2 through 11.2.3, only in the event that the User has created backups, or has ensured the data can be restored with reasonable efforts. The liability of GameSpree is limited to appropriate restoration efforts. GameSpree shall not be liable for damages or data loss on the User's computer arising from the installation of software not originating from GameSpree.

11.2.5 GameSpree's liability pursuant to the German Product Liability Act (Produkthaftungsgesetz) as well as to article 44 of the Telecommunications Act (TGK) shall remain unaffected.

12. Terms of payment, payment date

12.1 Prices can be found in the current price list for the individual online game. All prices include the current legal Value Added Tax.

12.2 Fees are due upon conclusion of the contract and will be debited from the User's bank account or credit card if the User has not selected another method of payment. For subscription fees the first payment is due upon conclusion of the contract, and for each additional month, in advance on the first day of the calendar month.

12.3 GameSpree is entitled to change prices for pay service subscriptions at any time after six weeks advance notice in writing, or after notification by e-mail sent to the e-mail address that the User has provided. The price change is valid if the User has not objected to the changed price within four weeks after notification. The contractual relationship shall then be continued with the changed prices/conditions. In any notification of modifications GameSpree will explicitly point out the conditions of revocation and termination, the period of time in which these steps must be performed, and in particular the legal consequences of lack of objection to the modified GTC.

12.4 In the event of a user objection within the deadline, both parties shall have the right to terminate the agreement within 14 (fourteen) days, provided that the right to revocation pursuant to clause 14.1 does not already apply. The original fees shall apply until termination of the contractual relationship. Any payments made by the User after the termination period shall be partially reimbursed. Any further claims are excluded.

13. Delay, chargeback, cancellation fee, set-off

13.1 Legal interest rates shall apply to payment delays. GameSpree is entitled to immediately suspend its services and the User account of the defaulting user if payment is delayed. Compensation for services in the period of suspension for closed subscriptions does not accrue. GameSpree is entitled to charge an appropriate handling charge for suspension, notification of suspension, the removal of the suspension as well as the establishment of a new user account upon full payment. The User is in any case at liberty to prove that lesser damages, or none at all, have been incurred.

13.2 If fee payment is arranged via direct debit or by credit card and chargebacks or reversals occur, GameSpree will charge an appropriate handling charge per debit/credit card charge plus any bank fees we have incurred. The User is in any case at liberty to prove that lesser damages or none at all, have been incurred.

13.3 With claims of GameSpree against the User, the User may only set claims off against counter-claims that are undisputed, approved or determined with legal effect. The User may only exercise right of retention if his/her counter-claim is based on the same contractual relationship. The cessation of claims against GameSpree to a third party is excluded.

14. Duration of contract and termination

14.1 The contracts between GameSpree and the User for use of the basic version shall be concluded for an indefinite period unless otherwise stipulated in an offer from GameSpree. Contracts for premium features can be concluded for an indefinite period, or for a limited time. If there is no agreement regarding duration in a premium feature or basic version contract, both parties are entitled to right of termination at any time with immediate effect.

14.2 If a specific duration is agreed upon, or a subscription is contracted, in the individual contract, it will automatically be extended by the length of time originally agreed upon, but shall not exceed one year. This shall not apply if the User terminates the contract governing use/provision of premium features with a notice of 14 days before expiry of the contract term.

14.3 The right of the parties to terminate, for good and sufficient cause, the online game and/or service contract at any time, as well as the contract governing the use/provision of premium features, shall not be affected by the aforementioned provisions.

14.4 In the event GameSpree is responsible for the extraordinary termination of the online game use contract and the contract governing use/provision of premium features, the User shall be partially reimbursed for advance fees paid after the termination period. Any further claims, unless otherwise explicitly specified in these GTC, are excluded.

14.5 In particular (but not exclusively) GameSpree is entitled to terminate the contract for good and sufficient cause, provided:

a. the User is in default with a fee payment of at least 5 euros and does not pay after two overdue notices;

b. the User culpably violates the game rules and/or rules on use, and does not stop the violation despite a warning; a warning shall be dispensable in case of severe violations and if and insofar as GameSpree cannot be expected to adhere to the contract;

14.6 In the event the User is responsible for the extraordinary termination of the online game use contract and the contract governing use/provision of premium features, the User shall not be entitled to reimbursement of fees that have been already paid.

14.7 Termination must be submitted in writing. The written form requirement is also deemed complied with if communications are sent by e-mail. Extraordinary termination must always be submitted in writing, with reasons provided.

15. Data protection

Personal user data shall only be collected, processed or used with the User's permission or if the German Data Protection Act (Bundesdatenschutzgesetz; BDSG), the German Broadcast Media Act (Telemediengesetz; TMG) or another regulation prescribes or allows it. In all other respects the Privacy Policy of GameSpree shall apply.

16. Final provisions

16.1 As a rule GameSpree shall communicate with the User via e-mail unless otherwise stipulated in these terms and conditions. The User ensures regular screening of the e-mail account provided at registration for e-mails from GameSpree. When addressing GameSpree the User shall provide information regarding the online game in question and the relevant user account.

16.2 The laws of the Federal Republic of Germany (Bundesrepublik Deutschland) shall apply to these GTC and all contracts based on these GTC.

16.3 The head office of GameSpree shall be the place of jurisdiction for any disputes, in the event the User resides outside Germany after conclusion of the contract. This also applies if his/her place of residence or his/her usual address are unknown at the time the suit is filed.

16.4 Any modification, additions or cancellation of these GTC must be submitted in writing. This also applies to the cancellation of the written form requirement.

16.5 Should individual provisions of these general terms and conditions be invalid and/or are contrary to legal regulations, this shall have no effect on the validity of the remaining provisions. GameSpree will substitute the invalid provision with one that corresponds more closely to the economic sense and purpose of the invalid provision and has legal effect and will only refrain from doing so if the replacement of the provision cannot reasonably be accepted by the User. The aforementioned shall equally apply for omissions in the provisions of this contract.

As of: June 6th 2013