

## **I. General Terms and Conditions (“GTCs”)**

### **A. Scope**

1. These General Terms and Conditions apply to and govern the use of all contents and services offered by "the Operator", that is Funstage Spielewebseiten Betriebsges.m.b.H at (hereinafter also referred to as "the GameTwist website") in "Game Twist Apps" or otherwise in electronic form, unless particular or additional conditions apply or are agreed upon in individual cases. The General Terms and Conditions also apply, in particular, to such content and services sent, posted or uploaded by users to the GameTwist website, including e-mails, SMS (text messages), forum contributions, chat messages or images ("User Contents") as well as the acquisition of virtual goods and virtual currency. Game Twist Apps are mobile applications which the user can obtain from third party suppliers. GameTwist Apps allow the user to use games on mobile smartphones and tablet devices.
2. The type and mode of use in particular, by means of a computer, via mobile devices and/or other hard- and/or software do not affect the validity of the General Terms and Conditions.
3. The operator, i.e., Funstage Spielewebseiten Betriebsges.m.b.H, explicitly reserves the right to change the General Terms and Conditions at any time.
4. The user confirms that he/she fully acknowledges these GTC in the course of registration by selecting the check box "I accept the GTC" and pressing "Registration" button and at the same time, declares his/her explicit agreement with these GTC by selecting the check box "I accept the GTC" and pressing the "Registration" button.
5. In the case of discrepancy between the English version and the German version of this document, the German General Terms & Conditions (Allgemeinen Geschäftsbedingungen) will always take precedence. This ruling also applies to all game instructions and any texts found on the website.

### **B. Place of Contract Formation and Jurisdiction**

1. All legal relationships between the operator and the user are governed only by Austrian law except when this conflicts the Austrian international privacy law and the UN Sales law, unless the exempted law is more favourable for the user, for example as with the Consumer Law (EC) 593/2008. Regulated from Vienna.
2. It is agreed that the court having jurisdiction over the 1<sup>st</sup> municipality district of Vienna shall be the place of jurisdiction for possible disputes arising from or in connection with the existence, formation or termination of legal relationships – if legally permissible - between the user and operator. It is agreed that the court having jurisdiction over the 1<sup>st</sup> municipality district of Vienna shall be the place of jurisdiction for possible disputes arising from or in connection with the existence, formation or termination of legal relationships – if legally permissible - between the user and operator. Customers who are consumers within the scope of the Austrian Consumer Protection Act and have either (i) habitual residence, or (ii) are an Austrian resident or (iii) are employed in Austria, can only file a lawsuit against the operator before the competent court in the relevant location, (a) in the habitual residence of the user in question, (b) where the user in question has residency or (c) their location of employment.

### ***C. Company's Purpose***

1. The operator offers a gaming platform on the website: (hereinafter also referred to in short as “the Website” or “GameTwist”). The gaming platform allows users to participate in the games by means of a Guest Account or free Standard Account. Moreover, the operator offers GameTwist Apps, within which the user can apply for and use a Standard Account. Therefore, the Standard Account can be used on the website and also in the GameTwist Apps. Separate regulations concerning GameTwist Apps can be found in Point M. Detailed information about the services which cover GameTwist Apps can be found in the FAQ section of the GameTwist website.

2. The operator can, at its own discretion, also make access to the gaming platform and games, GameTwist Apps and the contents offered therein, respectively, as well as services, subject to specific conditions (such as a particular account type), which shall be communicated on the website on a case-by-case basis. Furthermore, the access to the gaming platform and games, GameTwist Apps and the contents and/or services offered therein may be temporarily or permanently limited at any time, which shall be communicated on the website on a case-by-case basis.

3. The operator reserves the right to extend, change, complement or limit the range of services at any time.

### ***D. Conditions of Participation***

1. The right to participate in the games and use the services provided on the website and in the GameTwist Apps, exists only within the scope actually offered by the operator in each case, considering all conditions and/or limitations introduced by the operator. Such limitations and/or conditions can apply to all users, user groups and also to individual users. The scope of services concerning the games offered within GameTwist Apps does not correspond with the scope of services on the website and the games offered therein.

2. The user is entirely responsible for technical configuration of the user's terminal. The details of recommended configuration can be found in the Help and FAQ sections of the website. The operator offers the users a free e-mail support and a support hotline subject to a fee. There is no guarantee of the continuous availability of the hotline or that e-mails will be answered within a particular period. The tariffs for the hotline can be found on the website.

3. Any additional benefits beyond the aforesaid offered free of charge do not form part of the performance obligations and may be discontinued by the operator at any time.

### ***E. Registration***

#### **1. Guest Account**

1.1 A guest account allows you to try out the standard games available on GameTwist for as long as you like. You cannot give yourself a user name with a guest account. The use of communication channels on GameTwist is not possible with a guest account.

You can also use a guest account with the mobile GameTwist App. Although you may play games in the GameTwist App, you are not eligible to receive free Twists as a guest account user. All Twists won whilst using a guest account will be transferred to your standard account after registration.

1.2 Access to games is limited to trial games in the beginner rooms of the standard games.

## 2. Standard Account

2.1 Users may open a so-called Standard Account by properly completing the registration process on the GameTwist website or within GameTwist Apps, respectively. The Standard Account can be used within the GameTwist website and in the GameTwist Apps. You must have a standard account to receive free Twists when using the mobile GameTwist App.

2.2 Each individual may only open one standard account. The registration of a Standard Account is free of charge and allows the user to access standard games and the following features:

- access to the standard games on the website,
- creation of a personal player profile,
- use of the GameTwist Friends List on the website
- use of the GameTwist messaging system on the website,
- use of the GameTwist challenge system on the website,
- acquisition of bonus points ("Twists"),

## 3. Registration for a Standard Account

3.1 The registration must include the following details which must be stated correctly and completely without providing any misleading information:

a. personal and confidential pseudonym ("user name", "nick") – the user is not entitled to any specific nick. The username must be unambiguous and distinct. Offensive, immoral, objectionable, National-Socialist names and names which glorify violence, etc. are forbidden. Names that contain or obviously suggest internet links, and account names suggesting certain extended rights of the user (in particular the designation of 'administrator' or any similar designation) are also forbidden. The operator reserves the right to prohibit, block and remove any unacceptable user name at any time. The account will be unblocked once the user has changed the username to a permitted "nick".

b. password - the user is not entitled to any specific password.

c. e-mail address - by checking the box to subscribe to the newsletter, the user gives his/her consent to receive e-mails from the operator and its partners. Such consent can be revoked at any time in the personal settings.

3.2 The use of the features of the standard account is possible by means of the activation link sent by e-mail together with the acknowledgement of registration. Until the account has been activated, the user will neither be able to participate in games nor purchase Twist Packs in the Shop.

3.3 The contract between the user and the operator on the use of the contents and services offered at "the GameTwist" website and in the GameTwist Apps, is formed upon proper completion of the registration process.

3.4 Should any information provided by the user prove to be false, the operator is entitled to totally or partially bar the offending user (even indefinitely) from using the services and/or contents, and may refuse to issue Twists won by the user, if deemed appropriate.

3.5 The user undertakes to keep his/her personal data up-to-date at any time, and to correct the user data on the website forthwith by following the link “Change Data” or within any GameTwist App under “Edit profile”, in the event of any changes of name, address, e-mail, etc. The user is also responsible for protecting his/her access data against unauthorized third-party access. Any actions carried out via the account of the user or under the name of the user shall be attributed to the user.

#### ***F. Property Rights to Contents***

1. By registering an account and/or using the services and/or contents provided by GameTwist and GameTwist Apps, the user acknowledges that the entire content of the GameTwist and GameTwist Apps is the sole and unrestricted property of GameTwist. The user undertakes to use the services and any contents and information contained at any time on the website and GameTwist Apps, exclusively in the framework of the intended personal use, and to refrain from changing, copying, publishing, distributing or otherwise exploiting any of the aforesaid and further undertakes to refrain from interfering with the website and GameTwist Apps, the services and any contents and information contained therein by technical means in any form whatsoever.

2. Any user content (such as photos, questions, suggestions about games and organisational processes, etc.) transferred directly or indirectly to the operator via GameTwist and/or GameTwist Apps by the user shall become the sole and unrestricted property of the operator. No entitlement to compensation shall arise. Transfer of user content of any kind, including the technical and tactical sequences of the games themselves, by the user constitutes a transfer of rights to the transferred content.

#### ***G. Proper Conduct***

1. Improper conduct on GameTwist and GameTwist Apps is strictly prohibited, including but not limited to:

- breaking the rules regarding communication between users (see point H);
- deliberately submitting false or misleading information;
- any attempt to influence the result of a game by collusion, tampering with the programme or by any other means contrary to the rules;
- causing malfunctions or failure deliberately in order to influence the course of a game;
- creating several gaming accounts for one person;
- breaking any other rules set forth in the General Terms and Conditions.

2. The user shall, in particular:

- not make any attempt to decompile or reproduce the gaming software used on the GameTwist website and in GameTwist Apps, shall not interfere with it in any other way, and shall not develop any software that interferes with the gaming software used on GameTwist, in the GameTwist Apps and client-server communication;
- not use any type of software permitting the use of artificial intelligence or allowing opponent profiling or user collusion;

- not use any software which at the operator's sole discretion is regarded as a programme allowing a user to cheat or giving a user an unfair advantage over another player;
- use the games and services at the GameTwist website exclusively with an Internet browser;
- refrain from using any scripts which are not authorised by the operator;
- not use any software which allows the user to analyse or reproduce the website, GameTwist Apps or individual games, or allows the user to interfere with the website, GameTwist Apps and the games and/or their programming in any other way;
- not use any programme causing an excessive burden on the server.

3. The operator reserves the right to take the necessary steps, if required, to detect and prevent the use of such software by users, including but not limited to identifying and detecting the programmes installed on the user's computer or (mobile) terminal, or profiling a player's behaviour for reasons of investigation. Should the operator detect, or suspect with good reason the use of such prohibited software, the operator shall be entitled to freeze the relevant player's account for a period of at least six (6) months, to withhold any funds/goods in that account and/or declare them as revoked and/or to suspend the player fully or partially, temporary or permanently, from using the operator's website, GameTwist Apps and any other services and contents of the operator or its associated companies.

#### ***H. Communication and Other Conduct between Players***

1. The user assumes liability that any user content generated by him/her does not violate any legal provisions or third party rights. Specifically, the user undertakes to respect the privacy of other users, and to refrain from any offensive, immoral, objectionable, National Socialist, racist, xenophobic, discriminatory, pornographic, or sexually degrading statements or statements that glorify violence and from placing any such contents, as well as from any kind of threats or harassing behaviour.

2. The following is also prohibited:

- the distribution of advertising;
- conducting surveys;
- the distribution of chain letters;
- the use of the term "administrator";
- spying out the personal data of other users without their explicit consent;
- spreading viruses, worms, etc. and any other activity affecting other computer systems and programmes;
- messages that serve the exclusive purpose of spreading religious, political and ideological convictions;
- bothering other users by entering senseless combinations of characters, etc.;
- deliberately blocking games and communication processes in any way.

### ***I. Sanctions for Improper Conduct***

The operator reserves the right to instantly terminate the contract of any users who conduct themselves contrary to the rules stated in these General Terms and Conditions. The operator also has the right to terminate any ongoing games, block an account or ban a user with or without prior notice and delete or withhold Twist credits where applicable.

### ***J. Termination***

1. Both contracting parties, that is both the user and operator, may terminate the contract with immediate effect at any time and without stating a reason. The user must send an e-mail with his/her name and account name to support@gametwist.com. The deletion of the account will be carried out once the security questions have been correctly answered. If the correct answer to the security question cannot be provided, a copy of a current and official proof of identity must be sent to support@gametwist.com. The details on the ID must match those in the account. In terminating the contract the user loses all claims to his/her account and to any services, contents, virtual goods and virtual currencies which become revoked upon termination.

2. Should an account not be logged into over a period of 6 months, it will be deleted due to lack of activity. Before the deletion is carried out, however, at least two notification e-mails will be sent to the account holder using the e-mail address given in the account data. In terminating the contract the user loses all claims to his/her account and to any services, contents, virtual goods and virtual currencies which become revoked upon termination.

### ***K. "Twists" (Bonus Points)***

1. Users are awarded bonus points called 'Twists' for undertaking certain actions. Twists can only be acquired and used in the various games and GameTwist Apps on the platform.

2. Guest players are not eligible for such points.

3. Twists are awarded according to a system which is explained in detail in "FAQs" under the Help section of the GameTwist website. The operator reserves the right to make changes to the system at any time.

4. The user has the opportunity to acquire Twists without charge for his/her activities on the website and in GameTwist Apps. Twists are also available for a fee in the website Shop and within GameTwist Apps. For further information on this topic, please see point M – Virtual Goods.

### ***L. GameTwist Apps***

1. The operator offers selected games both on and off the website as downloads for the user's mobile terminals. The technical configuration of the user's terminals used for that purpose is entirely the responsibility of the user.

2. GameTwist Apps are offered only for smartphones and tablet platforms.

3. Third party suppliers offer GameTwist Apps. Therefore the regulations of the relevant third party apply.

4. By registering the user agrees to make the following details concerning his/her end device available to the operator in an anonymous form for the purpose of error correction and quality improvement of the app: version number of the GameTwist App used, end device model and

versioning number of the operating system, free capacity, process cycle of the app, display characteristics, hardware configuration and software environment, system settings, system log-file and, if applicable, information on the inbuilt radio receiver and its configuration.

5. Upon proper completion of the registration process, a Standard Account is automatically created in GameTwist App, enabling access to GameTwist standard games on the website by using the same access data.

6. GameTwist Apps are downloaded on the user's end device by means of internet connection. The connection tariffs applied may vary depending on the mobile operator or Internet service provider and the user is charged separately by them. It is explicitly stipulated that the connection costs charged by mobile and internet service providers (and possible basic fees) are not included in the scope of the operator's services whatsoever and users will be charged for them by mobile and internet service providers separately.

7. The range of GameTwist Apps can be seen on the website. The operator reserves the right to change, reduce or expand the range of GameTwist Apps at any time, as well as to change the price for GameTwist Apps at any time, without giving a reason. Furthermore the operator has the right not to offer GameTwist Apps at its own discretion. In exercising that right the operator has no obligations whatsoever towards the user. The user has no claim to compensation if the GameTwist Apps that he/she downloaded are no longer offered or are offered under limited or changed conditions.

8. The offered GameTwist Apps are protected by the copyright and trademark rights of the operator. The user is allowed to save GameTwist Apps on his/her terminal. Any other form of saving, copying, any other processing or distribution of the game by the user is strictly forbidden.

#### ***M. Virtual Goods***

1. On the website and in GameTwist Apps, the operator allows users to acquire and use virtual goods and/or virtual currencies. The goods and currencies offered may vary depending on the type of game.

2. The user has the opportunity to acquire the right to use virtual goods on the website and in GameTwist Apps by paying in real money or using virtual currency. The acquisition of virtual goods or currencies grants the user solely the right to use them within the scope of and in accordance with the game; acquiring any further rights to the acquired goods or currencies (e.g. ownership) shall be excluded. The object of purchase is exclusively a licence which is limited in terms of time, content and location to the use of the relevant goods or currencies within the scope of and in accordance with the respective game license. The virtual goods and currencies which can be acquired within the framework of GameTwist Apps are available on the GameTwist Website via Standard Account. The virtual goods and currencies which can be acquired by the User of Standard Account on the GameTwist Website are available within the framework of GameTwist Apps.

3. The virtual currency in the game "Slots-Pharaoh's Way" is known as "credits". Credits are required to play and can be obtained using the user's twist credit. Credits cannot be exchanged for twists.

4. Irrespective of which terminology is used on the website, in GameTwist Apps or in the games, a user purchasing virtual goods or currencies only acquires a licence in accordance with these General Terms and Conditions which is limited in terms of time, content, and location to the use of these virtual goods or currencies within the scope of and in accordance with the respective game. Any

refund, redemption or compensation in real money is excluded. In case of violation of these General Terms and Conditions the operator is entitled to revoke any one or all of the licences granted for the use of virtual goods or currencies. Upon termination of contract for any reason whatsoever, any and all licences granted for the use of virtual goods and currencies shall expire. Any virtual goods/currencies still available to the user upon termination shall be forfeited. The user shall not be entitled to any compensation.

5. The user is forbidden from transferring his/her player account and any virtual goods and currencies held therein to any third party. The player account for use of the services provided on the website or GameTwist Apps, any data on the operator's servers and any user contents are the sole and unrestricted property of the operator.

6. The virtual goods and currencies on offer can be found on the website and/or within GameTwist Apps. The operator reserves the right to change, reduce and/or increase the offer of virtual goods and currencies, and to adjust the prices of virtual goods and currencies at any time without giving a reason. Furthermore, the operator is entitled, at its discretion, to cease offering virtual goods/currencies or making them available free of charge or for a fee. In exercising that right the operator has no obligations whatsoever towards the user. The user is not entitled to any compensation should the goods/currencies he/she uses be withdrawn or provided upon different conditions, regardless of whether said goods and currencies are offered on a temporary or permanent basis. Moreover, the operator has the right to delete or change the player account and its associated player history and/or virtual goods and currencies at any time and without giving a reason. In that case the user is entitled to terminate the contract with immediate effect. Any further claim by the user is excluded.

7. Payment for virtual goods and currencies can be made either as a one-time payment or in regular instalments over a specified period (month, year); within GameTwist Apps virtual goods and currencies can be acquired from third party providers. Minors are required to obtain their legal representatives' consent and ensure that sufficient funds are available to pay for the virtual goods and currencies.

8. To obtain virtual goods/currencies on the GameTwist website, the user must provide the following personal information:

- a. First and last name
- b. Date of birth
- c. Gender
- d. Address
- e. Telephone number
- f. Security question and answer

9. The main currency for payments of virtual goods/currencies on the website is the Euro (€). Other currencies are also available. The prices for virtual goods/currencies are displayed in the currency of the user's country, provided that this currency is supported by the website. If the user uses a currency other than Euro, the exchange rate at the time of the payment is applied when converting into Euros. All figures in any currency other than the Euro shall be calculated by applying the current exchange rate of the European Central Bank.



10. Payment for virtual goods/currencies with real money can be made using different payment methods found on the website or within GameTwist Apps using the payment methods of third party suppliers. The operator reserves the right to change the payment methods available without giving a reason. The operator further reserves the right to set specific prerequisites for the use of certain payment methods. The operator does not warrant the uninterrupted availability of all payment methods.

11. Virtual goods/currencies shall be considered paid for as soon as the account of the operator has been irrevocably credited with the corresponding amount. All account and/or monetary transactions are checked by the operator without assuming any liability. Any suspicious account and/or monetary transactions will be reported to the appropriate authority.

12. The operator reserves the right, at its own discretion, to refuse the allocation of virtual goods/currencies or to set limitations on the number of goods/currencies or on the total amount. In case of suspicion of fraud, violation of laws or of these General Terms and Conditions, the operator has the right to freeze acquisition processes and the related payment transactions until the situation has been clarified. Furthermore, the conditions set forth in Point I shall apply.

13. The operator is entitled to publish all pictures and videos transferred in the game by the user (completely or any parts thereof) and report on them in any possible way mentioning the user's nickname. The foregoing also applies to videos, pictures, etc. created by the user. When transferring or creating videos or pictures the user explicitly agrees to this reporting and irrevocably grants the operator all exclusive rights of use, exploitation, publication, editing and duplication for the above mentioned reporting free of charge, without limitation as to the subject-matter, time and location. Any claim for compensation by the user shall be excluded.

## II. DATA PROTECTION

1. Upon registration, the user grants the operators the explicit consent to use the data provided during registration, as well as to save and process non-personal usage data. The operators agree to abide by the relevant legal data protection regulations in handling the user data. The data is processed automatically, and will not be disclosed without the written consent of the user. In cases of abuse, the right is reserved to forward this data to the law enforcement authorities if necessary for legal purposes.

2. The operator is entitled to save and analyse connection data, specifically source and destination IPs and all other log files in order to protect its own systems and those of third parties. The operator is also entitled to keep usage statistics (which is accepted by the user during registration), provided that they are not specific to any individuals.

3. The operator uses cookies, retargeting cookies and tracking tools to adapt the website and the app to the needs of individual users and to continuously develop and optimise their design and quality.

### a. Cookies and Retargeting Cookies

Cookies are small files that are saved on the user's hard drive or mobile device when they visit the website or the app. Retargeting cookies collect information about the user's surfing habits (within and outside the website and app) as well as sociodemographic data (e.g. the user's age and gender). These cookies record which games the user plays and also how often (times of day, weekdays) and for how long the website/app and their individual games are used. Sociodemographic data is also

saved such as the user's age and gender. The data saved via the cookies is viewed, processed and used by the operator to adapt the app to the behaviour, needs and interests of the user in question and to compile statistics and establish user groups. This data is also used for the targeted placement of third-party advertising. The data saved is continuously updated and enhanced depending on the user's behaviour. The user agrees to the use of cookies and retargeting cookies by the operator. Furthermore, the user expressly agrees that the data provided by and received from him/her (e.g. age and gender) will be processed automatically (e.g. electronically via cookies).

#### b. Tracking Tools

Tracking tools are services from third-party providers that help the operator to statistically evaluate and analyse user behaviour. The operator uses the results of this to optimise and develop the website and app. The tracking tools used are MobileApp Tracking (MAT) by Tune, Adobe Analytics and Facebook App Tracking.

4. The operator employs all technically feasible measures to protect the user data saved by it, however it shall not be held liable should any third parties unlawfully gain possession of this data and use it. Any liability of the operator for any loss or damage suffered by the user or by any third party in any such context is excluded by mutual agreement.

5. The user may view his/her saved personal data at any time by accessing his/her user settings at the GameTwist website and to a limited extent within GameTwist Apps.

6. The user has the right to change or delete his/her data at any time. The operators undertake to actually delete any data that is requested to be deleted by the user. The deletion of compulsory data required for account registration automatically entails deleting the respective player account.

7. The operator ensures that data processing during payment transactions conforms to the guidelines of the PCI DSS (Payment Card Industry Data Security Standard).

### III. LIABILITY

1. Claims for damages against the operator, against its associated companies, against the agents of the operator in connection with the services and contents offered on the GameTwist website and in connection GameTwist Apps and the services and contents offered therein are excluded, unless the relevant damages are caused by the operator or its associated companies or its vicarious agents due to gross negligence or deliberate action. Further, the exclusion of liability covers any liability for claims against interruption of business, loss of data and/or information, breakdown of data processing facilities, loss of profit and consequential and financial damages, to the extent permitted by law.

This limitation of liability does not apply to personal injury.

2. The operator, its associated companies and/or its agents and its business partners shall be liable for GameTwist Apps damages beyond the scope of application of the Product Liability Act in accordance with the relevant statutory provisions.

3. The operator assumes no liability for loss or damage of any kind arising from the improper use of the account by the user. The operator is not to be liable for any damages whatsoever arising from the improper use of the account (i.e. persons other than operator, or associates of the operator) from a third party, as long as the improper use by the third party is not caused by the gross negligence or intent of the operator.

4. The operator assumes no liability for any loss or damage due to circumstances beyond its control (e.g. acts of God, etc.).

5. The operator assumes no liability for user content, however reserves the right to delete any content that infringes upon the conditions of use or any legal provisions as soon as any such content becomes known, and to pass any such infringing content on to the appropriate law enforcement authority upon the instructions of the court or authority.

6. The user is obliged to inform the operator immediately in the case of any violation of these terms and conditions. The user is also obliged in the case of the violation of these terms and conditions, to free the operator of any responsibility of resulting damages or claims of third parties, and replace any losses, costs or damages. The duty to mitigate damages by the operator is therefore not reduced.

#### **IV. OTHER TERMS**

1. The operator reserves the right to extend or change the service offer at any time.

2. The user explicitly accepts that the ranking lists may not reflect the actual capability of players, as almost every offered game involves luck even if only as a secondary factor. The operator further warrants that the generation of random numbers is based on an internationally renowned random generator and is in no way manipulated by the operator. Further information about the random generator is available via e-mail from our support team.

3. Revisions of the General Terms and Conditions will be sent to every user by e-mail or provided on the gaming website and within GameTwist Apps. When changes are communicated by email they shall be deemed accepted unless the user objects within two weeks, and the user shall be informed of that said limit in the notification of changes. Any objection leads to automatic termination of the contract. The user is obliged to check the current General Terms and Conditions on a regular basis.

4. No communications and declarations concerning this contractual relationship shall be deemed effective unless made in writing and sent by post, e-mail or given via the website or within GameTwist Apps.

5. The user will promptly notify the operator of any changes to personal data by correcting the user data on the website and within GameTwist Apps. In the event that the user fails to inform the operator of any such changes and as a result does not receive any legally relevant declarations or statements of the operator sent to the mailing address or e-mail address previously communicated, any such declarations or statements shall be deemed received.

6. Upon the registration on GameTwist and in GameTwist Apps, every player acknowledges the exclusive (intellectual) property right of the operator to the General Terms and Conditions.

7. If any of the provisions and conditions of the contract is or becomes legally ineffective, the remaining parts of the contract shall remain in full force and effect, unless adherence to the contract would entail an unacceptable hardship for either party.

8. In Great Britain, our Support Team is reachable on the following numbers: 09116132587 (premium rate number) and +44 2070372404.

## **V. SPECIAL CONDITIONS FOR THE GAMETWIST FACEBOOK APP**

### ***A. General***

1. The provider offers a GameTwist App on Facebook. This app allows users to play a range of games offered by the provider on Facebook.
2. The provider may render the Facebook app, as well as the games, contents and services contained within, subject to certain conditions (such as a specific account type). Furthermore, the provider may temporarily or permanently limit access to the Facebook app, as well as the games, contents and services contained within. In such cases, notification will be given within the Facebook app.

### ***B. Terms of use***

1. By clicking on the “I accept the General Terms & Conditions” checkbox and entering the Facebook app, the user confirms having read the General Terms & Conditions in their entirety and concurrently declares acceptance of the General Terms & Conditions.
2. The right to participate in games and services offered in the GameTwist Facebook app only applies to the extent as defined by the provider and is also subject to conditions and limitations as defined by the provider. Said limitations and/or conditions may apply to all users, particular user groups or individual users. The scope of services pertaining to games offered within the GameTwist Facebook app does not conform to the scope of services of the website and the games contained within.

### ***C. Ownership of Contents***

1. By registering for an account and/or the use of services and/or content contained within the GameTwist Facebook app, the user accepts that all content solely belongs to the provider without limitation. The user is obligated to access all services, information and content contained within the GameTwist Facebook solely for private use as intended and must refrain from changing, copying, publishing, distributing or exploiting aforementioned services, information and content in any manner. The user may not use technical means in any form to interfere with the GameTwist Facebook app, the services and content contained within.
2. Any user content directly or indirectly transferred to the provider through the GameTwist Facebook app or related features (such as photos, questions, comments regarding games offered or organisation matters) shall be passed over into the provider’s sole ownership without limitation. There is no entitlement to compensation for said user content. Through the transfer of any form of user content, including technical and tactical game processes conducted by the user, all rights to said content are surrendered to the provider.

### ***D. "Twists" (Virtual Currency)***

1. Users receive virtual currency, so called “Twists” for performing certain actions within the GameTwist Facebook app. Twists may only be employed in games on the GameTwist website and the games offered in the GameTwist Facebook app.
2. The user can receive Twists for free as a result of his/her actions within the GameTwist Facebook app. The user may also purchase Twists within the Facebook app. Further information regarding Twists can be found under section M. “Virtual Goods”. Minors must seek consent from their legal guardians as well as the confirmation of sufficient funds for the purchasing of Twist packs.

3. The user may use virtual currency by purchasing Twists in the Facebook Shop. In doing so, the user solely attains the right to use Twists within the games offered; the gain of any further rights (e.g. ownership) are excluded. The object of purchase is solely a restricted temporal, contentual and local right of use of Twists within the games offered. Twists purchased in the GameTwist Facebook app are also accessible through the GameTwist website. Twists purchased through the GameTwist website with a standard user account are accessible through the GameTwist Facebook app.

4. The offering of Twist packs is presented in the GameTwist Facebook app. The provider reserves the right to change, reduce or expand the Twist packs on offer and change the prices of such at any time without providing reason. Furthermore, the provider has the right to cease offering Twist packs at their discretion. Similarly, the provider has the right to offer Twist packs at cost or at no cost. In exercising these rights, the provider accepts no obligations towards the user. The user is not entitled to any form of compensation if Twists are no longer offered or offered subject to differing conditions. This condition applies for Twist packs available temporarily and consistently. Furthermore, the provider has the right to delete or change player accounts and Twists at any time without providing reason. In such a case, the user has the right to terminate contract with immediate effect. Any further user entitlements are excluded.

#### ***E. Other conditions***

1. Subsidiary to the special conditions of annex V, the General Terms & Conditions annexes I to IV apply.