

# Thingo General Terms and Conditions

Thingo, Leidsevaart 594, 2014 HT Haarlem, The Netherlands – hereinafter referred to as THINGO – operates the online game Camorra World. The services provided within the framework of this game are provided exclusively on the basis of the present General Terms and Conditions (Terms).

## § 1 Scope of application

I. These Terms apply for all contracts, offers, deliveries and services of THINGO, also for the future. We hereby expressly object to the applicability of any terms and conditions of the users of the game Camorra World (hereinafter “user”). Any user terms and conditions shall only apply if THINGO has expressly accepted them in writing.

II. In addition to these Terms, the rules of the game applicable in the individual case as well as the game instructions for Camorra World listed on the website for the game Camorra World, shall apply.

III. These present Terms will only be published on the websites of the game Camorra World. They can be downloaded into the random access memory, stored on a permanent data carrier or printed out. However, upon the user’s written request, the Terms can also be sent by letter post.

IV. The Terms apply for all users of the game Camorra World. Upon registration for the game (i.e. at the time the application for the opening of a game account for Camorra World has been sent) and upon log-in to the gaming platform in each case, the user accepts the present Terms as binding. Upon registration for the game, the user will be asked to accept the Terms. They shall apply for any use of the game Camorra World.

V. THINGO exclusively offers the online game Camorra World to consumers. The use of the game for profit-making or other commercial purposes is excluded. Only such persons who have reached the age of 18 at the time of registration are entitled to participate in the game. Minors are only entitled to participate if their legal representative’s approval has been given prior to registration for the game. Upon registration for the game, the user expressly asserts his/her age of majority and legal capacity or – for minors – the existence of their legal representative’s approval.

VI. THINGO reserves the right to modify or amend these Terms with effect for the future at any time should this seem necessary (for instance in order to adjust them to the legal and statutory situation, to expand the spectrum of services of THINGO etc.) and provided that this does not discriminate against the user in bad faith. The user shall be informed of any modifications of these Terms in a suitable way by notification. This notification shall either be effected by a special window opening on the THINGO website when logging onto the gaming platform, or by an e-mail to the e-mail address stipulated by the user. In all cases, the user shall also be informed of the modification through a highlighted notification in the course of the next log-on to the website.

VII. The user can object to the modifications to the Terms within one (1) month after the notification and the accessibility of the information. For reasons of conservation of evidence, the user is advised to direct the objection in writing or via e-mail to Camorra World. Should the user not object to the modified Terms within the period of one (1) month after the notification and the accessibility of the

information, or should he continue to use the game Camorra World, the modified or amended Terms shall become binding for him. Should the user object within the period of notice, both parties shall be entitled to cancel the contract under observation of a period of notice of one month, provided that a right of cancellation at all times does not already exist pursuant to § 10 (II). Up until the time of the termination of the contract, the original Terms shall continue to be valid. Any remuneration paid up front and exceeding the duration of the contract shall be reimbursed to the user on a pro rata basis. Any further claims by the user are excluded. In the notification on the modifications, THINGO shall especially indicate the possibility of an objection and cancellation, the period of notice and the legal consequences, in particular the consequences of a failure to object.

VIII. The user is recommended to continuously keep up to date with the applicable version of the Terms and the rules of the game.

## § 2 Content of the service

I. THINGO's services consist in the provision of the websites of the game. The user only obtains a right of use in the functions of the game platform. THINGO offers two types of use for the game Camorra World: A gratuitous basic use of the game (i.e. with basic functions which, however, allow complete playability) as well as a premium use (i.e. a premium membership against payment, providing additional functions of the game (features), see also § 5).

II. The use of the game platform is only open to users who have established a customer account beforehand via their registration (hereinafter "game account" or "account"). The use of the game platform is allowed from the time when THINGO has opened an account for the user for the game version concerned.

III. The game's functions vary depending upon the selected tariff and can be modified at any time. The valid technical and other game requirements at each given time can be found on the Camorra World website.

IV. The game and the game version respectively are continuously updated, adjusted, extended and modified in order to make the game interesting for a large number of players long term. Therefore, the user only obtains a right to use the game in its current version at any given time.

V. The user does not have a right to request maintenance of the game in the version current at the time of the conclusion of the contract.

VI. THINGO reserves the right to cease operation of the game or of individual game versions at any time without having to state reasons for this. The user can, at his choice, request that the remuneration paid in advance (for instance for premium memberships) be credited for other game versions operated by THINGO. Such credits shall only apply for the part of the remuneration not used up until that time, or - for premium memberships - shall only be effected on a pro rata temporis basis. Further claims by the user are excluded.

### § 3 Membership and conclusion of the contract

I. Membership commences upon successful registration for the game, i.e. upon the opening of a game account by THINGO.

II. Upon filling in the registration form, the user makes a binding offer for the conclusion of a game user contract (also “application for the opening of a game account”). For this purpose, all data fields in the registration form must be filled in completely and correctly. Each game user contract refers to the participation in a specific game version of the game Camorra World with a specific account.

III. The contract between THINGO and the user on services and supplies is concluded by the acceptance of the application for the opening of a game account by THINGO. This acceptance can be made by THINGO either expressly or by carrying out the first implementation measure. THINGO shall immediately confirm the receipt of the application for the opening of a game account using electronic means to the e-mail address stipulated by the user. The confirmation of receipt does not represent a binding acceptance of the user’s application. However, the confirmation of receipt can be combined with the declaration of acceptance.

IV. The user can at any time terminate his/her membership for the use of the basic functions using the delete function installed in the game. For premium memberships, reference is being made to § 5 (VI) and § 10.

V. The user does not have a right to obtain a membership.

### § 4 Right of revocation

I. The user can revoke his declaration for the conclusion of the game user contract (i.e. his/her application for membership and opening of a game account in a specific game version) and for the order of features within the framework of premium memberships in text form (for instance by letter, telefax, e-mail) within a period of two weeks without having to state reasons for this. The period of notice commences at the earliest at the time this information is received, but not before the contract is concluded. The timely dispatch of the revocation shall be deemed sufficient to adhere to the revocation deadline.

II. Any revocation is to be directed to: Thingo, Leidsevaart 594, 2014 HT Haarlem, The Netherlands. Website: <http://www.thingo.nl>, email: [info@thingo.nl](mailto:info@thingo.nl).

III. In case of a revocation via e-mail, the user’s name and the game account are to be indicated in the reference line.

IV. In case of an effective revocation, any benefits provided mutually are to be reimbursed and any obtained benefits from the use are to be restored. This means that any remuneration paid previously will possibly not be reimbursed entirely if the user has obtained benefits from the use prior to the declaration of revocation. If the user cannot reimburse THINGO for the benefits obtained in whole or in part, or if he can only reimburse the benefits in a degraded state, the user is obliged to compensate THINGO, as the case may be. Any obligation for monetary reimbursement has to be

fulfilled within 30 days. The time period commences for the user at the time he issues his declaration of revocation, for THINGO at the time of receipt of the respective declaration.

V. The right of revocation expires for services offered by THINGO once THINGO has started to perform the services with the user's express consent before the end of the revocation period, or if the user has authorized this himself/herself. This is to be assumed if the user has made use of the game or of the premium membership features.

## § 5 Premium membership

I. Upon purchase of a premium membership, the player obtains the right to use an enhanced range of functions of the game (provision and use of features). Information on the type and extent of such additional functions can be found on the website.

II. Information on which features are offered at which tariff, on the functions and the requirements of such features, can be found on the website of the respective game version. Here, depending upon the specific feature and tariff, payments can be payable for a defined period of time (for instance days, week, month, quarter, half year, year).

III. The game versions are continuously being enhanced. Therefore, THINGO reserves the right to offer new features at any given time.

IV. In the course of adjustment and enhancement of the game versions, THINGO also reserves the right to modify individual features, to cease offering them and/or to also offer them in the gratuitous basic version (basic membership), however, without this affecting the playability of the game in its entirety. Should the user already have made payments for a future period of time for premium memberships and the use of features, and should he/she not be able to use these because they are not offered any more and/or because they also are available in the gratuitous basic version, THINGO shall, at the user's choice, offer other features as a replacement. The user shall be free to cancel the premium membership with immediate effect. Any further claims by the user are excluded.

V. The extended right of use of a premium membership shall apply exclusively for the game version stipulated at the time of purchase and for the account from which it was ordered. Transfers to other game versions or other accounts are expressly excluded, unless otherwise expressly agreed.

## § 6 Terms of payment, set-offs, rights of retention

I. THINGO offers various payment methods. THINGO will offer an anonymous payment method if this is technically feasible and reasonable for THINGO. The user has no right to request maintenance or provision by THINGO of certain payment methods. Payments shall be debited to the bank account or credit card stipulated by the user or shall be otherwise collected according to the user's choice.

II. Should return debits or cancellations result for THINGO from activities under the user's responsibility, the user shall bear the costs incurred through this by THINGO. In such cases, THINGO shall be entitled to debit these costs together with the original remuneration for the service from the

user's account or credit card. Furthermore, THINGO shall be entitled to invoice a handling fee of EUR 25.-. In all such cases, the user shall be free to provide proof that no damage has been incurred or that the incurred damage is considerably lower.

III. In cases of delays or cancellations in payment, THINGO shall be entitled to cease the provision of services and to immediately freeze the user's account. The user's obligation to pay the agreed remuneration shall not be affected by this, unless otherwise agreed.

IV. For the period of time of the freeze, no service charges for any agreed premium memberships shall be incurred. However, THINGO shall be entitled to request payment of a handling fee of EUR 25.- for the freezing of the account, the notification of the freeze as well as the suspension of the freeze or the opening of a new account in case of complete payment being effected. In all cases, the user shall be free to provide proof that no damage has been incurred or that the incurred damage is considerably lower.

V. Set-offs against claims by THINGO shall only be allowed for the user for counter-claims which are undisputed or have been determined in a legally binding way. The user can only exercise a right of retention if his counter-claim is based on the same contractual relationship. Any assignment of the user's claims against THINGO to third parties is excluded.

## § 7 User's duties

I. A user may not hold several accounts for one game version at the same time. A violation of this provision may lead to immediate freeze or deletion of all of the player's accounts. However, it is possible to have one account each in various game versions at the same time.

II. The user must ensure that the password he/she has received for his/her access is being kept secret and must change it regularly for reasons of security.

III. With its websites, THINGO only provides a platform for the communication among the players. The user himself is responsible for the contents of this communication.

IV. The users undertake to keep the communication and any other statements free from racist, pornographic or abusive contents, from contents glorifying violence and from other offensive or prohibited contents. Disregard of this provision may, after a prior warning notice, lead to an immediate freeze or deletion of the account.

V. The user is only entitled to use the game through normal web browsers. Any further use of additional programs, scripts or other supporting tools is expressly prohibited. Disregard of this provision may, after a prior warning notice, lead to an immediate freeze or deletion of the account concerned, as well.

VI. It is prohibited to use errors in the programming (so-called bugs) for one's own advantage. No measures may be taken either which lead to an overload of the servers, as this may massively affect the operation of the game for all players.

VII. The THINGO games and games versions are intended to bring long term fun for a large number of users. THINGO is therefore interested in enabling the users to enjoy the THINGO games and games versions by preventing other users from breaching their contractual obligations by using additional programs, scripts or other supporting tools. THINGO has the right to use adequate programs that enable THINGO to become aware of the user's breach of contractual obligations and to identify the respective user in case THINGO has well founded grounds to believe that the user acts in breach of his contractual obligations.

VIII. Unless otherwise stipulated in these Terms or in other agreements with the user, THINGO shall as a principle communicate with the user via e-mail. The user shall ensure that e-mails sent by THINGO to the e-mail address stipulated by the user at the time of registration, or at a later time, actually reach him. This shall be ensured by corresponding settings of spam filter preferences and by regular checks of this address. THINGO reserves the right of choosing freely the form of correspondence for any other written communication.

IX. Whenever contacting THINGO, the user shall provide information on his player's name, the game version and the account to which the inquiry refers.

#### § 8 Claims for defects

I. THINGO shall provide access for the user to the game in its version existing at the respective point of time (§ 2(IV)). The user cannot request that a certain state and/or functional scope of the game be maintained or set up.

II. The user is aware that the game offered by THINGO – like any software – cannot be completely fault-free. This means that the game shall only be deemed to be defective if its playability is affected severely and permanently.

III. The user shall always document in a diligent way any possible defects in the game or in other services or supplies by THINGO, and shall report them in particular by listing any shown error messages.

IV. Before reporting a possible error, the user shall consult the game instructions and, if applicable, any other ways of support provided by THINGO for the elimination of the problem (in particular FAQ lists, discussion forums on the problem). The user shall give THINGO his/her full support in a possible elimination of the defect.

V. The user shall give notice of a defect to THINGO immediately after its detection. In case of obvious defects in goods – also in virtual goods – notice of defects is to be made to THINGO within two weeks after receipt of the goods. The timely dispatch shall be sufficient to adhere to the deadline. In other cases, notice of defects is to be made immediately after their detection. After the deadline has expired without submission of a notice of defect, the assertion of claims based on the defect shall be excluded.

VI. For the user's own protection, and in particular for reasons of securing evidence, the user is recommended to direct any notices of defect to THINGO in writing (via telefax, letter or e-mail).

VII. On principle, errors caused by external conditions (force majeure etc.) for which THINGO is not responsible, or by operating errors which the user is responsible for, or by modifications or other manipulations which have not been carried out by THINGO or cannot be attributed to THINGO, are excluded from any claims based on a defect.

VIII. THINGO shall not assume warranties in the legal sense, unless expressly agreed otherwise in writing.

## § 9 Liability and liability for links

I. Under no circumstances shall THINGO be liable for any damages other than those caused in a grossly negligent or intentional way.

II. However, the above-mentioned disclaimer of liability shall not apply for the liability in cases of violations of life, body and health. Furthermore, they shall not apply in as far as the damage is based on a violation of a basic or an essential contractual duty (i.e. a contractual duty, the adherence to which is of special importance to the fulfilment of the contractual objective and on which the user as a party to this contract may legitimately rely) or on the violation of a warranty. THINGO's liability under the Product Liability Act remains unaffected.

III. However, the obligation to compensate for violations of basic or essential contractual duties shall in all cases be limited to the foreseeable damage.

IV. The foreseeable damage is limited to an amount of € 30.00 per account.

V. The above-mentioned disclaimers and limitations of liability shall also apply with regard to the liability of THINGO's employees, workers, staff members, representatives and vicarious agents, in particular in favor of the shareholders, employees, representatives, organs and their members with regard to their personal liability.

VI. THINGO shall endeavor to assure a continuous accessibility of the servers, however, does not assume any warranty in this respect.

VII. This game is a gratuitous game in its basic version. Therefore, THINGO shall not assume any liability for the failure of servers, for programming errors and damage caused in any other way.

VIII. In particular, there is no right to request restoration of the original condition of the account before such interruption took place.

IX. THINGO expressly dissociates itself from the contents concealed behind the links listed on the THINGO site, the servers behind them, the links following on from them and any other visible or invisible contents. THINGO does not assume any responsibility for the contents of these websites, nor does THINGO adopt these websites and their contents. THINGO will not control the linked information. THINGO is not aware of any violations of the external contents against applicable laws. In case of corresponding notifications, the links will naturally be deleted immediately.

## § 10 Duration of the contract, cancellation

I. The contracts between the user and THINGO on the use of the basic version of the game versions are concluded for an indefinite period of time, unless otherwise determined in THINGO's specific offer.

II. Should a fixed duration not have been agreed upon for the game user contract, the game user contract may be canceled by THINGO at any time, under observation of a four days period of notice, by the user at any time without observation of a period of notice (ordinary right of cancellation). The express relinquishment of an account by the user shall be deemed to be a cancellation of the game user contract for this account.

III. It is not necessary to specify reasons for an ordinary cancellation.

IV. The parties' right to cancel the game user contract, or the contract on the use of features due to an important reason remains unaffected by the aforementioned provisions.

V. Should THINGO be responsible for the extraordinary cancellation of the game user contract or the contract on the use of features, the user shall be reimbursed on a pro rata basis for the remuneration effected (in particular for VIP Membership) for a period of time which exceeds the time of termination. Any further claims by the user are excluded, unless otherwise agreed in these Terms. In case of an ordinary cancellation, irrespective of the question which party carries out the cancellation, and in case of an extraordinary cancellation by THINGO for which the user is responsible, any remuneration paid (in particular for VIP Membership) shall be forfeited upon effectiveness of the cancellation.

VI. In particular, but not limited to this, THINGO shall be entitled to cancel the contract if the user culpably violates the rules of the game and does not cease the violation in spite of a cease- and-desist letter; a cease-and-desist letter is not necessary if special circumstances justify an immediate cancellation without prior submission of a cease-and-desist letter, taking into account both parties' interests, and/or if the user has not used his account for a period of time of four weeks in spite of a warning letter.

VII. Should THINGO have issued a justified cancellation due to an important reason, THINGO shall be entitled to request payment of a sum amounting to 50% of the remuneration the user would have had to pay (in particular for VIP Membership already ordered) during the term of the contract in case of a cancellation under observation of a period of notice issued at the same time. The user's right to provide proof that no damage has been incurred or that the incurred damage is considerably lower, remains unaffected.

VIII. Should the game version concerned not provide the possibility of a cancellation (delete function), all cancellations must be effected in writing, the written form also being fulfilled by submission as an e-mail. All extraordinary cancellations must be effected in writing, stating the reasons for the cancellation.

IX. For technical reasons, the definite deletion of the user data and the account will be carried out with a few hours delay.

## § 11 Data protection, Advertisement

I. THINGO shall handle all personal data which the user submits during his contractual relations strictly confidential and shall adhere to all relevant data protection regulations.

II. For technical reasons, participation in the game and the game related services is not possible without storage of the user data. The user agrees to the electronic storage and processing of his user data by applying for the opening of a game account or by using the game or game related services respectively.

III. Should a player request complete deletion of his data, this shall automatically result in a deletion of his account. In such cases, there is no right to re-claim any paid remuneration, unless otherwise determined in these Terms. This does not apply should THINGO be responsible for the premature cancellation of the game user contract or for the reasons for the request for the deletion of data.

IV. Upon deletion of the account, THINGO shall delete the user's data from its system. THINGO shall be entitled to continue to inform the user of innovations via e-mails also after the deletion of the account. The user can object to this at any time and request deletion of his data from the mailing list in written form (e.g. via Email). The user will not be charged for such request, but he will have to pay for the costs of transmitting such request (at basic tariffs). The user will be informed about his right to object and he will be given the right to transmit his objection in each information and in each newsletter sent by THINGO.

V. The user is aware that the Websites operated by THINGO and the game THINGO may be partially financed through advertisements. Therefore, the user agrees to THINGO possibly enabling third parties to contact the user for advertising purposes. As long as the user does not object, his user data may also be used for sending him advertisements which reflect his interests (based on the information he has submitted to THINGO and on his actions within the games and Websites operated by THINGO). The user can object to this at any time in written form (e.g. via Email). The user will not be charged for such objection, but he will have to pay for the costs of transmitting his objection (at basic tariffs). The user will be informed about his right to object and he will be given the right to transmit his objection in each information and in each newsletter sent by THINGO.

VI. For purposes of handling of payments, THINGO shall be entitled to transfer user data to external service providers assigned with the collection of the remuneration, in as far as this is necessary for the determination of the remuneration and settlement of accounts with the user. THINGO shall further be entitled to transfer user data to such third parties to whom THINGO has assigned its claims against the user, in as far as this is necessary for the collection of the assigned claims. THINGO shall inform the user of the names of such third parties.

VII. The THINGO Privacy Policy applies.

## § 12 Final provisions

I. These Terms and all contracts concluded on the basis of these Terms shall be subject to the law of the Federal Republic of Germany. The application of the UN Convention on contracts for the international sale of goods as well as the conflict of laws provisions of German international private law is excluded.

II. As far as this is admissible, the place of jurisdiction for all disputes arising from these contracts shall be at THINGO's registered office. Should the user relocate his/her place of residence or his/her usual place of abode to a place outside the Federal Republic of Germany, THINGO's registered office shall be the place of jurisdiction. This also applies if the user's place of residence or usual place of abode at the time a law suit is filed is unknown.

III. Any modifications of, amendments to, or abrogation of these Terms must be in writing. This also applies for the abrogation of the requirement of the written form.

IV. Should individual provisions of these Terms be invalid, this shall not affect the validity of the remaining provisions.

Haarlem, 31th of August 2010

Thingo, Leidsevaart 594, 2014 HT Haarlem, The Netherlands

Website: <http://www.thingo.nl>

Email: [info@thingo.nl](mailto:info@thingo.nl).