

Terms of Service

Wooga GmbH, Saarbruecker Strasse 38, 10405 Berlin, Germany (“Wooga” or “we”), is a developer and publisher of games and mobile game applications that are made available via app stores including the iTunes App Store, Google Play and Amazon Appstore, and other platforms such as Facebook (our “Games”).

Acceptance of these Terms of Service creates a binding legal agreement between you (also the “User”) and Wooga (“User Agreement”). Each time you download one of our Games to your device or connect to one of our Games on Facebook, a new User Agreement is concluded and its terms apply to your use of the specific Game that you accepted these Terms of Service for.

1. About these Terms of Service

1.1 By downloading or connecting to one of our Games on Facebook, you accept these Terms of Service and our Privacy Policy. Your relationship with Wooga will be subject to these and only these [Terms of Service](#) and our [Privacy Policy](#). These Terms of Service and our Privacy Policy are available for download on the Wooga website.

1.2 App stores and platforms may provide their own terms that apply to your relationship with these app stores and platforms.

1.3 You represent that you are 14 years or older. If you are younger than 18 years, you can only download or connect to our Games and play them on your device or on Facebook, if your parent(s) or legal guardian have/has reviewed these Terms of Service and allowed you to download or connect to our Game on Facebook and play our Game subject to these Terms of Service. Wooga may require adequate proof of your identity and age and consent from a parent or guardian at any time.

1.4 You represent that you are accessing our Games as a private person. Any commercial use of our Games is not allowed.

2. About playing our Games

2.1 You can play our Games upon download to your device or connecting on Facebook. Information about gameplay, features and functions inside our Games can be found in the Game descriptions on the app stores and platforms, in support sections inside our Games and on the [Wooga website](#).

2.2 Our Games are free to play, but you may purchase virtual items (e.g. virtual coins, cash, gold, gems and diamonds, points, WooGoo) inside our Games to speed up gameplay and progress in the Game by spending real money (“Virtual Items”). Prices for Virtual Items include applicable statutory turnover tax. Means of payment may vary depending on which app store or platform you make your purchase. Without prejudice to Sec. 3 below, Virtual Items cannot be exchanged into real money or refunded. You understand that you do not own Virtual Items, but acquire a limited license to use Virtual Items according to the specific Game’s gameplay.

2.3 You understand that downloading or connecting to and playing our Games requires an Internet connection that you are responsible for. Your Internet service provider may charge you for gaining access to the Internet.

2.4 We continuously strive to improve our Games and may add new or remove existing features and content, but we will only do so taking into consideration and balancing User interests, and never change characteristic parts of a Game and gameplay. Wooga is under no obligation to continue providing either support or updates for versions of a Game that are not up-to-date.

2.5 Wooga may automatically update Games, also on the User’s mobile device, if the device’s settings allow for it, in particular to ensure the security of the system, for the sake of stability and compatibility, but only in due consideration of User interests.

2.6 Maintenance may affect availability of our Games, and will only happen in due consideration of User interests. Downtimes may also be caused by technical problems beyond Wooga’s control.

3. Information concerning the exercise of the right of withdrawal

INSTRUCTIONS ON WITHDRAWAL

3.1 Right of withdrawal

You have the right to withdraw from this User Agreement within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of this User Agreement.

To exercise the right of withdrawal, you need to inform us (Wooga GmbH, Saarbruecker Str. 38, 10405 Berlin, Germany, phone: 0049 30 5210 705 93, fax: 0049 30 8964 9064, support@wooga.com) of your decision to withdraw from this User Agreement by explicitly communicating so (e.g. a letter sent by post, fax or e- mail). You may use the attached model [withdrawal form](#), but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

3.2 Effects of withdrawal

If you withdraw from this User Agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this User Agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

3.3 Special Information

Please note that your right to withdraw expires prior to the expiry of 14 days, if we have provided services to you immediately upon the start of this User Agreement and have informed you about such prior expiry before providing services and have received your consent thereto.

END OF INSTRUCTIONS ON WITHDRAWAL

4. Ownership and Scope of License

4.1 Wooga owns or has licensed all rights, title and interest in and to the Games including all content (except for content created by users), software, program code, graphics, texts, game titles, and trademarks.

4.2 You can only download our Games or connect to our Games on Facebook and access our Games for your personal use. Wooga grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to download our Games to your device or to connect to our Games on Facebook and play them provided that you are in compliance with these Terms of Service.

4.3 You understand that when you purchase a Virtual Item, you do not own it, but acquire a limited license to use the Virtual Item as a feature inside the Game that you purchased the Virtual Item in. As Virtual Items are no assets that one can own, they cannot be transferred, neither from one Game to another nor from you to another user account nor viceversa. The license granted to you ends when you used up the purchased Virtual Item or this User Agreement expires.

5. User conduct

5.1 You shall download and connect to and play our Games only for your personal use and according to these Terms of Service, any app store and platforms terms and applicable law.

5.2 You shall only download and play our Games and acquire Virtual Items from the app stores and platforms that we make our Games available on, and only play our Games on devices and platforms that we provide the relevant Game for.

5.3 You shall not interfere with our Games and gameplay inside our Games irrespective of whether or not this includes manipulation of the software, backend or networks. In particular and without limitation you shall not:

- create, offer or use hacks, cheats, exploits or any other unauthorized application, tool or command that modifies the Game or gameplay or circumvents technical protection measures in a way not intended by Wooga;
- decompile, disassemble or reverse-engineer our Games;
- create, offer or use any malware (e.g. computer viruses, Internet worms, Trojan horses, hoaxes, dialers);
- offer, provide or acquire our Games or Virtual Items by means other than explicitly facilitated by Wooga;
- spy on Wooga, its Games or any other services or users or collect data unauthorized;
- sell and transfer a Game account.

5.4 If provision of information or data is required, you must provide all of these accurately and in full, and keep them up-to-date at all times.

6. User communication and content

6.1 Our Games may allow you to communicate with other users and post content (e.g. texts, pictures). When you interact with other users or make content available via our Games, you shall not:

- post or use any communication or content that breaches applicable law including third-party rights, e.g. rights in intellectual property, rights to confidentiality or rights to privacy;
- post or use any communication or content that is abusive, unethical, racist, obscene, pornographic, discriminating, harmful to minors or glorifies violence, or is objectionable in any other way;
- insult, threaten, provoke or harass others including other users as well as Wooga and its employees and partners, for example, by using abusive language, stalking or spamming;
- post or use any communication or content for commercial purposes;
- link or refer to any source outside our Games that is in breach of this Sec. 6.1.

6.2 Wooga, in this context only the provider of the technical means to communicate or make content available, is neither obliged nor able to monitor communication or content made available by you or other users via our Games, and does not assume any liability to that extent. Any person that makes

communication or content available via our Games remains solely responsible for such communication and content, so you remain responsible for your communication and content. You shall indemnify Wooga against all and any claims that are brought against Wooga as a result from your breach of Sec. 6.1, unless not caused by your fault.

6.3 Wooga reserves to remove any such communication or content, if we have reasonable ground to believe them to infringe third party rights or any other applicable law or Sec. 6.1. If you believe communication or content made available via our Games infringes your rights or is in breach of these Terms of Service, please notify us at support@wooga.com.

6.4 By making communication or content available via our Games, you grant Wooga a permanent right to use your communication and content for display inside our Games, to publish your communication and content in all media and to adapt them for this purpose. You may withdraw from this grant of rights by giving appropriate notice to Wooga at support@wooga.com.

7. Liability and limitation of liability

7.1 Nothing in these Terms of Service shall limit Wooga’s liability where applicable law does not allow for such limitation. In particular, Wooga’s liability shall not be limited:

- for death or personal injury from Wooga’s or any of our statutory representatives’ or agents’ negligence or malice;
- for any other kind of damages and loss from Wooga’s or any of our statutory representatives’ or agents’ gross negligence or malice or fraud;
- in case Wooga has assumed an explicit quality guarantee;
- in case Wooga is liable according to the German Product Liability Law (Produkthaftungsgesetz).

7.2 Without prejudice to Sec. 7.1 and only where applicable law allows for such limitation, Wooga shall only be liable for Wooga’s or any of our statutory representatives’ or agents’ slight negligence, if this causes a breach of an essential obligation under this User Agreement (obligations that need to be fulfilled in order to achieve the purpose of this User Agreement and on whose fulfillment a User can usually rely upon). In this case, Wooga’s liability shall be limited to predictable damages and losses that usually occur in these cases. Any further liability of Wooga is excluded.

8. Contract duration and termination

8.1 This User Agreement runs for an indefinite term.

8.2 Either party may terminate this User Agreement at any time by giving 14-days notice (written or

electronic communication, e.g. via e-mail, required). You may also terminate the User Agreement with immediate effect by deleting the Game from your device or removing the Game from your Facebook apps.

8.3 If we have reasonable ground to believe that you are in material breach of these Terms of Service, we may suspend your access to our Game and/or terminate this User Agreement. Your breach of Sec. 5 or 6 shall be considered a material breach.

8.4 Either party may terminate the User Agreement for cause without giving notice. Grounds for such termination for cause include material breach of these Terms of Service.

8.5 Upon expiry, you will no longer be able to access the Game that was the subject matter of the User Agreement. Your in-game progress and any other Game-related data will be deleted. Only if Wooga continues to operate the Game, you may again download the Game or access the Game on Facebook whereby a new User Agreement will start to run. However, any game-related data cannot be restored.

9. Final provisions

9.1 Wooga may transfer all or a part of its rights or obligations pursuant to this User Agreement to a third party without your consent. You may transfer any of your rights or obligations under this User Agreement only with our prior written approval.

9.2 We reserve to amend these Terms of Service at any time. We will notify you about amendments by a special notice no later than four weeks before such changes take effect, either by notification inside the Game or in the description of a Game update on a Platform. You may object to the changes within four weeks from such notice. If you do not object within four weeks, the changes shall be deemed accepted by you. If you object, we may terminate this User Agreement in accordance with Sec. 8. When we notify you about the amendments we will also inform you about the deadline for objecting to the amendments and consequences if you fail to object.

9.3 This User Agreement is governed by German law, excluding CISG. If your place of residence is outside of Germany at the time you enter into this User Agreement, mandatory provisions of law in your jurisdiction concerning applicable law shall remain unaffected and apply.

9.4 If any provision of these Terms of Service is held to be invalid or unenforceable, validity and enforceability of the remaining provisions shall not be affected.