

General Terms and Conditions

Travian Publishing GmbH, Wilhelm-Wagenfeld-Str. 22, 80807 Munich, Germany – hereinafter referred to as TRAVIAN PUBLISHING – operates the online game Miramagia (hereinafter: “game“). The services provided within the framework of this game are provided exclusively on the basis of these Terms and Conditions (Terms).

§1

Scope of application

- (1) These Terms apply to all contracts, offers, deliveries and services of TRAVIAN PUBLISHING, also in the future. We hereby expressly object to the applicability of any terms and conditions of the users of the games (hereinafter “user“). Any terms and conditions of users shall only apply if TRAVIAN PUBLISHING has expressly accepted them in writing.
- (2) In addition to these Terms, the rules of the game applicable in each case, the rules of the forums applicable in each case, the data protection regulations and the instructions for the game which are shown on the website of the game shall apply.
- (3) These Terms will solely be published on the websites of the game. 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 post.
- (4) The Terms apply to all users of the game. Upon conclusion of the game user contract, the user accepts these 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.
- (5) TRAVIAN PUBLISHING offers the game solely to consumers as defined by Section 13 of the German Civil Code [*BGB*]. Use of the game for profit-making or other commercial purposes is excluded. Only 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 in the game if their legal representative's approval has been given prior to registration for the game. Upon registration for the game, the user expressly confirms that he has reached the age of 18 and - for minors - the existence of their legal representative's approval. TRAVIAN PUBLISHING may determine that the legal representative's approval does not suffice.
- (6) TRAVIAN PUBLISHING reserves the right to amend or supplement these Terms with effect for the future at any time if this should appear necessary (for example in order to adapt them to cater for the legal situation and legislation, to expand the spectrum of services of TRAVIAN PUBLISHING etc.) and provided that this does not discriminate against the user in bad faith. The user shall be informed of any amendments to these Terms in a suitable manner by notification. This notification shall either be effected by a special window opening on the website of TRAVIAN PUBLISHING when logging onto the game platform, by sending what is known as an in-game message to the user's own account or by an email to the email address specified by the user. In all cases, the user shall also be informed of the amendment through a highlighted notification in the course of the next log-on to the website.
- (7) The user can object to the amendments to the Terms within one (1) month after the notification and accessibility of the information. For reasons of securing evidence, the

user is advised to direct the objection in writing or by email to TRAVIAN PUBLISHING.

- (8) Should the user not object to the amended Terms within a period of one (1) month after the notification and the accessibility of the information vis-à-vis TRAVIAN PUBLISHING or should he continue to use the game, the amended or supplemented Terms shall become binding for him. Should the user object within the period of notice, both parties shall be entitled to give notice of ordinary cancellation of the contract. Up until the time of the termination of the contract, the original Terms shall continue to be valid.
- (9) In such a case the user may demand that credits already activated but not used are transferred to a different national game server or the fee paid for them is reimbursed to him. The credits allocated to already activated premium features whose period of use had not yet commenced at the time when the game or game server was discontinued will be reimbursed. The credits allocated to already activated premium features whose period of use had already commenced at the time when the game or game server was discontinued will not be reimbursed.
- (10) In the notification on the amendments, TRAVIAN PUBLISHING will especially draw attention to the possibility of an objection and cancellation, the period of notice and the legal consequences, in particular the consequences of a failure to object. The user is advised to keep up-to-date on the latest version of the Terms and the rules of the game.

§2

Description of the service

- (1) The service of TRAVIAN PUBLISHING consists in the provision of the websites of the game and the provision of the game itself. TRAVIAN PUBLISHING offers the game to registered users free of charge in a manner that enables the game to be played; only the game itself is free of charge, the user is responsible for any additional costs (such as for the transmission of data, hardware and software). In addition, TRAVIAN PUBLISHING offers credits subject to a charge for purchase by the user which entitle the user, at his discretion, to activate premium features which provide additional functions and possibilities for the game and might create advantages in the game and within the gaming activities. Credits only apply to the game and the game server and for the game account from which they were purchased. Credits cannot be exchanged or returned. Further details are provided on credits and premium features in § 5-6.
- (2) The use of the game is only open to users who have concluded a game user contract via their registration and have created a game account. The use of the game is allowed from the time when a game user contract has been concluded and TRAVIAN PUBLISHING has opened a game account for the user for the game server concerned. For this purpose the user receives a simple, non-transferable right to use the free functions of the game in its current version. The user is not entitled to having a game user contract concluded or a game account opened. Notwithstanding different regulations per game or game server, the user may only have one game account. Further details are provided on the conclusion of a game user contract and on the opening of a game account in §3.
- (3) The game and the game servers, the value of the credits and the premium features are continuously updated, adjusted, extended and modified in order to keep them interesting for as many users as possible in the long time. Therefore, the user only obtains a

right to use the game, the credits and the premium features in their current version at any given time. The user does not have a right to request maintenance of the game, the credits and the premium features in the version current at the time of the conclusion of the contract.

- (4) At the discretion of TRAVIAN PUBLISHING, the game is subdivided into individual game servers. The game and individual game servers are organised in game rounds or as a continually developing game at the discretion of TRAVIAN PUBLISHING. The respective game server will be reset at the end of a game round. The user is not entitled to keep the game situation or position he has reached at this time or to having it transferred to a different game server. Nor is the user entitled to transfer his game account to another game server. At the end of a game round, the user may demand that already activated but unused credits are transferred to a different national game server. The credits allocated to already activated premium features whose period of use had not yet commenced at the time when the game or game server was discontinued will be reimbursed. The credits allocated to already activated premium features whose period of use had already commenced at the time when the game or game server was discontinued will not be reimbursed. The term “game round“ will also be used below if the game is organised as a continually developing game in the long term; in this case, the term “game round“ is intended to mean the “duration of the game“. The same principle applies to the term “game server”.
- (5) TRAVIAN PUBLISHING reserves the right to discontinue the operation of the game or of individual game servers at any time without having to state reasons for this. In this case, the user can demand that credits already activated but not used are transferred to a different national game server. The credits allocated to already activated premium features whose period of use had not yet commenced at the time when the game or game server was discontinued will be reimbursed. The credits allocated to already activated premium features whose period of use had already commenced at the time when the game or game server was discontinued will not be reimbursed.

§3

Conclusion of a game user contract and the opening of a game account

- (1) Membership commences upon conclusion of a game user contract and upon opening a game account for a game server by TRAVIAN PUBLISHING.
- (2) Upon filling in the registration form, the user makes a binding offer for the conclusion of a game user contract concluded for an indefinite period. 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 server of the game with a specific account.
- (3) The user must register personally. Registration by third parties, in particular third parties who register individual persons with various teleservice providers for profit-making purposes (registration services or entry services), is not permitted.
- (4) TRAVIAN PUBLISHING will confirm receipt of the application for the conclusion of a game user contract concluded for an indefinite period by sending an email to the email address stated upon registration. In this confirmation message, the user will receive an activation link. By clicking on the activation link, the game account will be activated for the game server selected by the user. By activating the game account,

TRAVIAN PUBLISHING simultaneously accepts the application for the conclusion of a game user contract. The user is not entitled to the conclusion of a game user contract and to the opening of a game account.

- (5) The user can arrange at any time for the game account to be deleted for the game server via the contact points set up in the game. This shall not affect the effectiveness of the concluded game user contract.

§4

Information on withdrawal

Right of withdrawal

The user can revoke his contractual declaration to conclude a game user contract and to purchase credits in text form (e.g. letter, fax or email) within a period of two weeks without having to state reasons for this. The period of notice commences at the time this information is received in text form but not before the contract is concluded nor before TRAVIAN PUBLISHING has fulfilled its duty to inform according to Article 246 Section 2 in conjunction with Section 1 (1) and (2) of the Introductory Law to the German Civil Code [EGBGB] and its duties according to Section 312e (1) sent. 1 of the German Civil Code in conjunction with Article 246 Section 3 of the Introductory Law to the German Civil Code. The timely dispatch of the revocation notice shall be deemed sufficient to comply with the withdrawal deadline.

Any revocation is to be directed to:

**Travian Publishing GmbH
Wilhelm-Wagenfeld-Str. 22,
80807 Munich
Germany**

Fax: +49 (0)89 – 324 915 970 (Germany)

E-Mail: protest@travianpublishing.com

Consequences of withdrawal:

In case of an effective withdrawal, the performance received on both sides shall be returned and any benefits derived from the use are to be surrendered. If the user cannot return the performance to TRAVIAN PUBLISHING at all or can only do so in part or only in a worse state, the user must then compensate the value to TRAVIAN PUBLISHING. This might result in the user nevertheless being obliged to make the payments under the contract for the period up until revocation. This shall not apply to the provision of credits if the deterioration of the credits is solely attributable to the examination thereof - as would have been possible for the user if he were purchasing an item at a shop. A duty to compensate the user for the value exists if he has used the credits in a manner that is incompatible with the principles of civil law - such as those of good faith or unjustified enrichment. In other respects, the user may avoid his duty to compensate the value by not using the credits as if they were his own property and refraining from anything that lowers their value. Any obligation to reimburse payments must be fulfilled within 30 days. This period commences for the user when he issues his declaration of

revocation, for TRAVIAN PUBLISHING at the time of receipt of the respective declaration.

Premature lapse of the right of withdrawal:

The right of withdrawal of the user lapses prematurely if the game user contract or the contract on the purchase of credits is completely fulfilled by both sides upon the express request of the user before the user has exercised his right of withdrawal.

End of the information on withdrawal

The user is advised to state the user name, the game account and the game server in the subject line of a notice of revocation by email.

§ 5 Credits

- (1) TRAVIAN PUBLISHING will possibly provide a service to the user in the game which simulates means of payment within the game (“game money“). Game money is activated by certain actions of the user within the game. The user is aware that game money is a game function but not real money. Any trade or exchange of game money for real money between users is expressly prohibited. Any exchange of the game money for real money is excluded.
- (2) TRAVIAN PUBLISHING might also provide a service to the user in the game which enables premium features to be activated (“credits“). Credits are purchased by the user subject to a charge but may also be activated by certain actions by the user within the game at the discretion of TRAVIAN PUBLISHING. The user is aware that credits are a game function but not real money. Any trade or exchange of the credits for real money is expressly prohibited. Any exchange or return of credits is excluded. Credits only apply to the game and the respective national game servers through which they were acquired.
- (3) The number of credits to be allocated, the game money to be put down and the conditions of the respective premium features are shown in the appropriate list in the game.
- (4) Unless the wording or context used specifies otherwise, the term “sell“ in connection with the transfer of credits means the “transfer to the user of a simple, non-transferable right of use to the credits, which is limited in time to the game round, for which counterperformance must be rendered“. Therefore, “buy“ means the “purchase of a simple, non-transferable right of use to the credits, which is limited in time to the game round, by the user“. The terms “buyer“, “seller“, “sale“ and “purchase“ and similar terms have analogous meanings.
- (5) Without prejudice to all other agreements and the rights of TRAVIAN PUBLISHING the right to use the credits ends at all events when the game user contract existing between TRAVIAN PUBLISHING and the user ends, in particular if it is cancelled. In this case, the user can demand that credits already activated and not used are transferred to a different national game server.
- (6) The value of the credits varies according to the tariff chosen and can be modified at any time. The latest technical and other requirements at any given time are shown on the website of the game.

§ 6

Premium features

- (1) Credits enable the user to activate premium features in the course of the game. TRAVIAN PUBLISHING reserves the right to demand that game money is put down to activate premium features.
- (2) TRAVIAN PUBLISHING offers users one or more of the following premium features for the game at its discretion:
 - Item: Virtual object which is available to the user for the duration of the game round (e.g. piece of furniture)
 - Artefact: Virtual object which is available to the user for the duration of the game round or for a shorter period and creates one or more advantages for the user during the game (e.g. armour with special features)
 - Buff: Additional function which creates one or more one-off advantages for the user during the game (e.g. calling NPC (“*non-player character*”) traders).
 - Boost: Additional function which creates one or more advantages for the user during the game for a certain period (e.g. improved extraction of raw materials)
 - Premium membership: Additional function which enables the user to have an extended range of functions for the game (e.g. access to statistics)
 - Trading cards: Virtual collecting cards which represent a random compilation of premium features of the same or different kind; each trading card stands for a premium feature
 - Wheel of fortune: Purchase of a randomly selected premium feature

The website of the respective game server shows the premium features that are offered, which tariff they are offered at, which functions they have and what is required for them. TRAVIAN PUBLISHING reserves the right to introduce new premium features.

- (3) Insofar as TRAVIAN PUBLISHING offers trading cards, TRAVIAN PUBLISHING shall ensure that the value of the premium features acquired is equivalent to the credits allocated. TRAVIAN PUBLISHING reserves the right to make a system available for the game or individual game servers within which the user can exchange individual or several of the trading cards acquired by him for individual or several new trading cards and/or game money.
- (4) Insofar as TRAVIAN PUBLISHING offers a wheel of fortune, TRAVIAN PUBLISHING shall ensure that the value of the premium features acquired is at least equivalent to the credits used.
- (5) TRAVIAN PUBLISHING reserves the right to provide a platform to the users for the game or individual game servers within which users can exchange premium features among one another or trade with them.
- (6) TRAVIAN PUBLISHING reserves the right to at any time offer new premium features or modify individual premium features or to no longer offer them. In this case TRAVIAN PUBLISHING will offer other features as a replacement and/or reimburse the credits allocated to the user at the option of the user if premium features have already been activated whose duration of use had not yet commenced at the time of the modification or at the time when these are no longer offered in the future. Already ac-

tivated premium features whose duration of use had already commenced at the time of the modification or at the time when these are no longer offered in the future will not be reimbursed.

- (7) If the game user contract existing between TRAVIAN PUBLISHING and the user ends (for instance through cancellation or the discontinuation of the game or a game server), already activated premium features whose duration of use had already commenced at the time of cancellation will not be reimbursed, even if their duration of use has not yet expired. The credits allocated to already activated premium features whose duration of use had not yet commenced at the time of cancellation will be reimbursed.

§ 7

Terms of payment, set-off, rights of retention

- (1) TRAVIAN PUBLISHING shall be entitled to request a fee in advance for the acquisition of credits. The fee is due from the user upon acquiring a simple right of use to the credits restricted to the game round. TRAVIAN PUBLISHING offers various payment methods. TRAVIAN PUBLISHING will also offer an anonymous payment method if this is technically feasible and reasonable for TRAVIAN PUBLISHING. The user has no right to request the provision or maintenance by TRAVIAN PUBLISHING of certain payment methods. Payments shall be debited to the bank account or credit card stated by the user or shall be otherwise collected at the option of the user.
- (2) All payment services are processed by Travian Games GmbH, situated in Munich (Germany). Travian Games GmbH accepts receipt of payments for TRAVIAN PUBLISHING in particular. Travian Games GmbH is solely responsible for processing all payment services. The user can make payment to Travian Games GmbH with a debt-discharging effect, i.e. he fulfils his duty to pay vis-à-vis TRAVIAN PUBLISHING by making payment to Travian Games GmbH. TRAVIAN PUBLISHING has the right to disclose user data to Travian Games GmbH for this purpose insofar as this is necessary for the calculation of the fee and for settlement with the user. Furthermore, TRAVIAN PUBLISHING is entitled to provide user data to Travian Games GmbH insofar as receivables due to TRAVIAN PUBLISHING by the user have been assigned to Travian Games GmbH and this is necessary to collect the receivables.
- (3) If TRAVIAN PUBLISHING is returned direct debits or cancels direct debits as a result of behaviour for which the user is responsible, TRAVIAN PUBLISHING is entitled to stop the services and to immediately freeze the user's game account. This is without prejudice to the user's obligation to pay the fee. The user can cause the freeze on his game account to be lifted by paying the fees owed plus a processing fee. The user pays the costs for repeating the payment of the fee owed and the processing fee. The processing fee covers the costs for the return debits or cancellations, the freezing of the account, the notification of the freeze and the lifting of the freeze or the opening of a new account. In case a direct debit is returned or cancelled, the processing fee amounts to an equivalent of EUR 5. The user is free to furnish proof that no damage was caused or no costs were incurred at all or that these are substantially lower. It is not possible to lift the freeze for the countries of the MENA region, for the United Arab Emirates, for Indonesia and for Vietnam.
- (4) The credits allocated to already activated premium features whose duration of use had already commenced will be reimbursed in due proportion for the period of the freeze. In this connection the advantage that the user may have gained through the premium features in the period of the freeze will be taken into account through set-off.

- (5) The user may only set off counterclaims which are uncontested or declared legally valid from claims by TRAVIAN PUBLISHING. The user may only exercise a right of retention if his counterclaim is based on the same contractual relationship. Any assignment of the user's claims against TRAVIAN PUBLISHING to third parties is excluded.

§ 8 User's duties

- (1) A user may not have several accounts for one game server at the same time. A breach of this rule can result in an immediate freeze or deletion of all of the user's accounts. However, the user is allowed to have one account each in various game servers at the same time. TRAVIAN PUBLISHING reserves the right to allow several game accounts per user for a game or individual game servers. In this case, TRAVIAN PUBLISHING shall point this out to the user in a suitable manner.
- (2) The user must ensure that the password he has received for his access is kept secret and is changed on a regular basis for security reasons. If a third party uses the game account of a user after he has obtained the user's access data because the user did not sufficiently protect it against third-party access, the user must tolerate being treated as if he had acted himself. The user is at liberty to furnish proof that he was not the person acting and that he sufficiently safeguarded the game account against third-party access.
- (3) With its websites TRAVIAN PUBLISHING only provides a platform for the communication among players. The user himself is responsible for the contents of this communication. The platform only serves the purpose of game-related communication. It is prohibited to flood the communication platform with news, chain letters, snowball systems and other forms of spamming.
- (4) The user undertakes to observe the laws and regulations applicable to him when using the game and the websites of the game. Furthermore, he undertakes to refrain from the following actions:
- Dissemination of statements with abusive, harassing or violent contents or with contents glorifying violence or with inflammatory, sexist, obscene, pornographic, racist, morally reprehensible contents or with other offensive or prohibited contents (which includes all names within the game e.g. user name, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, hotel, association, etc.).
 - The insulting, harassment, threatening, frightening, defamation and embarrassment of other users.
 - Dissemination of statements with advertising, religious or political contents (which includes all names within the game e.g. user name, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, hotel, association, etc.).
 - The spying out, disclosure or dissemination of personal or confidential information of other users or employees of TRAVIAN PUBLISHING or any other disregard of the private sphere of other users or the employees of TRAVIAN PUBLISHING.
 - Dissemination of untruthful allegations about the race, religion, sex, sexual orientation, origin, social status of other users or the employees of TRAVIAN PUBLISHING (which includes all names within the game e.g. user name, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, hotel, association, etc.).

- The spying out, disclosure or dissemination of confidential information of TRAVIAN PUBLISHING.
- Dissemination of untruthful allegations about TRAVIAN PUBLISHING (which includes all names within the game e.g. user name, name of the avatar, name of the village, town, alliance, guild, tribe, clan, vehicle, island, hotel, association, etc.).
- Pretending to be an employee of TRAVIAN PUBLISHING or an affiliated company or partner of TRAVIAN PUBLISHING.
- Use of legally protected pictures, photos, graphics, videos, pieces of music, sounds, texts, brand names, titles, names, software or other contents without the consent of the holder(s) of the rights or having permission to do so by law or legal provision.
- Use of prohibited or illegal contents.
- Use of errors in the programming (called bugs).
- Taking measures which lead to an overload of the servers and/or can considerably adversely affect the game play for other users.
- Hacking or cracking and the encouragement or incitement to carry out hacking or cracking.
- Dissemination of pirated software and the encouragement or incitement to disseminate pirated software.
- Uploading of files containing viruses, Trojan horses, worms or destroyed data.
- Use or dissemination of “auto“ software programs, “macro“ software programs or other “cheat utility“ software programs.
- Modification of the game, the websites of the game or parts thereof.
- Use of software that enables what is referred to as “data mining“ or in any other manner intercepting or gathering information related to the game.
- Disruption of transmissions from and to the game servers and the website servers of the game.
- Infiltration of game servers or the website servers of the game.

Non-observance of these rules may, after a prior warning notice, lead to an immediate freeze or deletion of the game account or an instant extraordinary cancellation of the game user contract for good cause. In case of serious violations, a warning is not necessary. A violation is serious if, when considering all the facts and circumstances of the individual case and taking the interests of both TRAVIAN PUBLISHING and the user into account, TRAVIAN PUBLISHING cannot be reasonably expected to await any further violation.

(5) The user is only entitled to use the game via customary web browsers. Any additional use via additional programs, scripts or other supporting tools is expressly prohibited. Non-observance of this prohibition may lead to an immediate freeze or deletion of the game account or an instant extraordinary cancellation of the game user contract for good cause. In case of serious violations, a warning is not necessary. A violation is serious if, when considering all the facts and circumstances of the individual case and taking the interests of both TRAVIAN PUBLISHING and the user into account, TRAVIAN PUBLISHING cannot be reasonably expected to await any further violation.

- (6) The user undertakes to adhere to the rules of the game. Non-adherence may, after a prior warning notice, lead to an immediate freeze or deletion of the game account or an instant extraordinary cancellation of the game user contract for good cause. In case of serious violations, a warning is not necessary. A violation is serious if, when considering all the facts and circumstances of the individual case and taking the interests of both TRAVIAN PUBLISHING and the user into account, TRAVIAN PUBLISHING cannot be reasonably expected to await any further violation.
- (7) The games and game servers are intended to bring as much fun to the users for as long as possible. In order to provide the function of the games and game servers as per contract, TRAVIAN PUBLISHING is therefore interested in preventing other users from disregarding the prohibition of using additional programs, scripts or other supporting tools. TRAVIAN PUBLISHING has the right to use suitable programs in order to detect such breaches of contractual obligations by users and to identify the respective user in case TRAVIAN PUBLISHING has a well-founded suspicion that a user is acting in breach of his contractual obligations. The user's attention shall be expressly drawn to the Privacy Policy of TRAVIAN PUBLISHING.
- (8) Unless otherwise specified in these Terms or any other agreement with the user, TRAVIAN PUBLISHING shall usually communicate with the user by email. The user shall ensure that emails sent by TRAVIAN PUBLISHING to the email address stated by the user at the time of registration, or at a later time, actually reach him. This shall be ensured by appropriate settings of the spam filter and by checking this address regularly. In other respects TRAVIAN PUBLISHING reserves the right to freely choose the form of correspondence for any other written communication.
- (9) Whenever the user contacts TRAVIAN PUBLISHING, the user is advised to state his player's name, the game server and the game account to which his inquiry refers.

§ 9

Defects in the game

- (1) TRAVIAN PUBLISHING provides use of the game and the websites of the game to the user in the version existing at the respective point of time. Without prejudice to any claims in case there are defects in the game or in the websites of the game, the user is not entitled to request that a certain state and/or functional scope of the game be maintained or set up.
- (2) As a contribution to the proper operation of the game, the user is advised to always meaningfully document any defects that occur in the game or in any other supplies or services of TRAVIAN PUBLISHING and in particular, to report them by recording the error reports displayed.
- (3) For the user's own protection, and in particular for reasons of securing evidence, the user is recommended to direct any notices of defects to TRAVIAN PUBLISHING in writing (by fax, letter or email).
- (4) TRAVIAN PUBLISHING shall not assume any guarantees in the legal sense, unless expressly otherwise agreed in writing.

§ 10

Rights of the user in case of defects

- (1) Insofar as TRAVIAN PUBLISHING provides services free of charge, TRAVIAN PUBLISHING shall not be liable under any circumstances for any damage other than that caused by gross negligence or intent. In the event of any defects of title, TRAVIAN PUBLISHING shall only be liable beyond this for fraudulently concealed defects.
- (2) Insofar as TRAVIAN PUBLISHING requests a fee for services, TRAVIAN PUBLISHING shall have unlimited liability in case of intent and gross negligence. In addition, TRAVIAN PUBLISHING is liable for the negligent breach of essential contractual duties or the breach of a guarantee. Essential contractual duties are defined as those duties which make the proper implementation of the contract possible in the first place, the breach of which jeopardises the fulfilment of the object of the contract and the fulfilment of which the user may rely on. In the latter case, however, TRAVIAN PUBLISHING is not liable for damage which is not typical and could not be foreseen. The limitation period for claims based on sentences 2-4 is two years. TRAVIAN PUBLISHING is not liable for any simply negligent breach of other duties.
- (3) The limitations and exclusions of liability above shall not apply in the event of death, physical injury and impairment of health or in the event that TRAVIAN PUBLISHING accepts a guarantee. The liability of TRAVIAN PUBLISHING based on the Product Liability Act and based on the scope of application of Section 44a of the German Telecommunications Act [TKG] remains unaffected.
- (4) The foreseeable damage is restricted in terms of amount to EUR 100 per game account.
- (5) In other respects, any liability for the recovery of the user's data is restricted in terms of amount to the costs required to recover data which would have been lost even if the user had carried out reasonable data back-up measures on a regular basis or which can be reconstructed from machine-readable data material at a reasonable expense even if no reasonable data back-up measures were carried out in any other manner on a regular basis.
- (6) The limitations and exclusions of liability above shall also apply as regards the liability of the employees, workers, associates, representatives and vicarious agents of TRAVIAN PUBLISHING, particularly in favour of the stockholders, employees, representatives, executive bodies and the members thereof regarding their personal liability.

§ 11

Duration of the contract and termination

- (1) The contracts between the user and TRAVIAN PUBLISHING on the use of the basic version of the game servers are concluded for an indefinite period of time, unless otherwise determined in the specific offer of TRAVIAN PUBLISHING.
- (2) Should a fixed duration not have been agreed upon for the game user contract, both parties may give notice of the ordinary cancellation of the game user contract at any time with four weeks' notice. The game user contract must be cancelled in writing. Fax or email are considered written forms.
- (3) It is not necessary to give reasons for an ordinary cancellation.

- (4) The right of the parties to give notice of the extraordinary instant cancellation of the game user contract for good cause remains unaffected by the provisions above. Reasons must be given to give extraordinary instant cancellation for cause.
- (5) Without prejudice to § 8 par. 1, 3-7 TRAVIAN PUBLISHING is entitled to give notice of cancellation for good cause if
 - the user has not used his game account for four weeks despite receiving a warning in this connection,
 - there are other circumstances which justify an immediate termination of the game user contract.
- (6) For technical reasons, there is a few days' delay in the final deletion of the user's data and the game account.

§ 12

Data protection and advertising

- (1) TRAVIAN PUBLISHING shall handle all personal data which the user submits during the contractual relations strictly confidentially and in compliance with all relevant data protection regulations.
- (2) For technical reasons, participation in the game and the game-related services is not possible without saving user data. The user agrees to the electronic saving and processing of his data by applying to open a game account or by using game-related services.
- (3) Should a player request the complete deletion of his data, this shall automatically result in the deletion of his game account and the cancellation of the game user contract.
- (4) Upon deletion of the account, TRAVIAN PUBLISHING deletes the data of the user from its system. **However TRAVIAN PUBLISHING remains entitled to continue to inform the user of innovations via emails also after the deletion of the account (for example in order to inform the user of the start of new game servers after the automatic end of a game server). The user may, of course, revoke his consent at any time in writing (e.g. by email) without incurring any costs, apart from the costs of transmitting the written revocation (at base rates). The user shall also be given the opportunity in all information sent by TRAVIAN PUBLISHING and in every newsletter to refuse to accept further information and to dispatch an appropriate revocation.**
- (5) The user is aware that the websites and the game operated by TRAVIAN PUBLISHING might be partially financed by advertisements. **The user therefore consents to TRAVIAN PUBLISHING possibly enabling affiliated subsidiaries or associated companies to contact the user for advertising purposes. As long as the user does not object, his data may also be used for sending the user advertisements which reflect his interests (based on the information he has submitted to TRAVIAN PUBLISHING and on his actions within the websites and games operated by TRAVIAN PUBLISHING). The user may, of course, revoke his consent at any time in writing (e.g. by email) without incurring any costs, apart from the costs of transmitting the written revocation (at base rates). The user shall be given the opportunity in all advertising messages sent by TRAVIAN PUBLISHING to refuse to accept further information and to dispatch an appropriate revocation.**
- (6) In other respects, the TRAVIAN PUBLISHING Privacy Policy applies.

§ 13
Final provisions

- (1) These Terms and all contracts concluded on the basis of these Terms shall be subject to the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions of German private international law is excluded.
- (2) If the user has his place of residence or habitual place of abode outside the Federal Republic of Germany, the registered office of TRAVIAN PUBLISHING shall be the place of jurisdiction. This also applies if the user's place of residence or habitual place of abode is unknown at the time when legal action is brought.
- (3) Should provisions of these Terms be invalid, this shall not affect the validity of the remaining provisions.

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