

Information and Conditions for Credit Card Payments and Storing Credit Card Data

('Information and Conditions')

1 Processing of Credit Card Payments

- 1.1 By clicking the 'Pay' button the user authorizes Paymentwall Inc., 255 9th Street, San Francisco, CA 94103, USA ('Paymentwall') to process the payment via credit card.
- 1.2 Users can receive billing support at https://billing.gameforge.com/ provided by Gameforge 4D GmbH, Albert-Nestler-Str. 8, 76131 Karlsruhe, Germany ('Gameforge').
- 1.3 In order to initiate the payment process described in No. 1.1, the user must enter the required credit card data. The data consist of the credit card number, the name of the card holder, the expiration date of the card and the respective security code ('Card Data'). The user discloses their Card Data directly to Paymentwall; the corresponding input fields are located on a Paymentwall website. Gameforge does not receive this data.
- 1.4 Paymentwall processes the provided Card Data in accordance with the authorization as described in No. 1.1, Paymentwall's privacy policy and the applicable data protection laws as controller.
- 1.5 In order to inform Gameforge about the successful completion or failure of the respective payment process for the further execution of the corresponding contract for the purchase of digital content, premium services or the arrangement of fee-based memberships, Paymentwall sends a transaction reference to Gameforge. However, the Card Data are not sent to Gameforge and are not visible to Gameforge in any other way. Detailed information on the processing of personal data by Gameforge can be found in the Privacy Policy.
- 1.6 The amount to be paid to Gameforge results exclusively from the agreements between Gameforge and the user, which were made prior to being directed to the page with the input mask according to No. 1.3.

2 Optional Storage of Card Data

- 2.1 For the purpose of more convenient future payments at Gameforge ('Fast Checkout'), the user can optionally instruct Paymentwall to store the Card Data by activating the correspondingly described checkbox. No. 1.3 applies accordingly.
- 2.2 Through activation according to No. 2.1, the user simultaneously supplements the contract concluded with Gameforge to the effect that Gameforge enables the user to use Fast Checkout.
- 2.3 In order to allow the user to not need to enter the Card Data again, Paymentwall generates an individual character string ('**Token**') from the Card Data and sends the Token to Gameforge in accordance with the conditions in No. 1.3.
- 2.4 Gameforge processes the Token in accordance with the <u>Privacy Policy</u> and in particular in accordance with Article 6(1) sentence 1 (b) GDPR to enable the user to use the Fast Checkout selected by the user. Specifically, this processing takes place by storing the Token and its respective transmission to

Paymentwall for future credit card payments of the user. It shall be carried out at the latest until a different notification from Paymentwall or a termination by the user within the meaning of No. 2.5. The Token shall then be deleted without delay.

2.5 The assignment for storage and future fast checkout according to No. 2.1 and 2.2 can be terminated at any time by declaration to Gameforge (No. 1.2). It ends at the latest with the end of the framework agreement relationship between Gameforge and the user in terms of the <u>Standard Terms and Conditions of Use</u>.

3 Payment of Recurring Services

- 3.1 If the user has set the credit card to pay for recurring services at Gameforge (e.g. subscriptions or memberships), the user will be notified if six months have passed since the last transaction. The user can cancel these notifications at any time.
- 3.2 In order to stop recurring payments with effect for the future, the underlying agreement of recurring services with Gameforge must be cancelled in accordance with No. 3.3 of the Memberships. For the reimbursement of payments, No. 5 applies.
- The use of the credit card in accordance with No. 3.1 requires that the Card Data will be stored at Paymentwall and the Token at Gameforge at least until the end of the performance period (No. 3.2). No. 2.4 sentence 1 and 2 apply accordingly. The Token will be deleted after the end of the performance period without delay.

4 Miscellaneous provisions

- 4.1 For the relationship between the user and Gameforge in other respects, the <u>Standard Terms and Conditions of Use</u>, the <u>Special Terms and Conditions for the Paid Acquisition of Digital Goods and Premium Services and the Arrangement of Memberships and the Privacy Policy apply. In case of contradictory regulations, these Information and Conditions take precedence.</u>
- 4.2 In the event of changes to these Information and Conditions, Gameforge will inform the users, that have chosen the optional storage option for Card Data in accordance with No. 3, in accordance with No. 10 of the <u>Standard Terms and Conditions of Use</u>.

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Gameforge 4D GmbH Albert-Nestler-Straße 8 76131 Karlsruhe Germany

Local Court Mannheim, Germany, Commercial Register Number: HRB 718029

Sales Tax Identification Number: DE 814330106

Managing Director(s): Alexander Rösner

Notice regarding Online Dispute Resolution:

Gameforge 4D GmbH is not obligated and does not intend to participate in such proceedings.