

Cubio Alpha Release Special Terms and Conditions

1. Subject of these terms and conditions

- 1.1. These terms and conditions (“STC Alpha”) supplement the Framework Agreement¹ between the user and Gameforge 4D GmbH, Albert-Nestler-Straße 8, 76131 Karlsruhe (“Gameforge”). The provisions of the Framework Agreement also apply to the scope of the STC Alpha, which form a Specific Agreement within the meaning of the Framework Agreement. In case of conflict, the provisions of these STC Alpha shall take precedence over the Framework Agreement and other special terms and conditions.
- 1.2. Cubio is currently available to a limited number of users as an early access, limited time, alpha test version, meaning it is in a state of active development (the “Closed Alpha”). Subject to these STC Alpha, access to Cubio is made with express acknowledgement of these circumstances and the restrictions set forth under Sec. 5.

2. Registration for Cubio Alpha; entering into the Framework Agreement

- 2.1. Only users approved by Gameforge in its sole discretion may access Cubio during the Closed Alpha. Users may apply to take part in the Closed Alpha by registering their interest in the Closed Alpha on the designated website. Approved users will be notified by Gameforge by email to participate in the Closed Alpha and provided with a code to be entered to register for Cubio Alpha.
- 2.2. Registration for the Cubio Alpha version will be made by the user by entering a code on the respective registration page. By performing such registration for the Cubio Alpha version, the user enters into the [Framework Agreement](#) with Gameforge.
- 2.3. If the user already has entered into the Framework Agreement with Gameforge before (which means, the user registers for Cubio Alpha with an already existing Gameforge account), the registration for Cubio Alpha merely constitutes confirmation of the validity of the Framework Agreement.

3. Creation of User Generated Content

- 3.1. Gameforge offers users the option to create their own digital content on Cubio (e.g. graphics, animations, games, videos and moving images, sounds, texts - “UGC”) and to use it themselves within Cubio or to make it available for use by other users. In no case the user shall be obliged to create UGC.
- 3.2. When creating UGC, the User is obliged to comply with the cease-and-desist obligations of No. 6.5 lit. e) and 6.6 of the Framework Agreement. This means, UGC must not

¹ General Terms of Use – Framework Agreement, available under <https://agbserver.gameforge.com/rewrite.php> („Framework Agreement“).

- a) violate trademarks, copyrights, trade secrets or other rights of third parties,
- b) be obscene, racist, violence glorifying, pornographic, harmful to minors or immoral in character or be likely to impair the development of children and adolescents,
- c) contain insults or untrue facts about third parties or otherwise violate personal rights,
- d) contain an inappropriate choice of words or reproduce political or religious content in an intrusive or militant manner,
- e) contains personal data of third parties without authorisation; this also includes images of other persons,
- f) contains advertising or other commercial content,
- g) falsely create the impression of being provided or supported by Gameforge,
- h) incite participating in chain letters or snowball systems or violate the rules of the game or the Framework Agreement.

“False” within the meaning of lit. g) above refers in particular to untruthful statements in connection with UGC, such as the statement that UGC, which violates the aforementioned provisions, is supported by Gameforge.

- 3.3. UGC may not contain links to external sites or other digital content or QR codes.
- 3.4. The use of sound must not involve pieces and sound sequences whose exploitation rights are held by GEMA (*Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte*).
- 3.5. The Creator Rules published on Cubio apply in addition and substantiating.
- 3.6. In case of violations of the provisions of the STC-Alpha or the Framework Agreement, Gameforge may, in particular, without limitation, make use of its rights under Sec. 7 and 9.4 of the Framework Agreement. Users may report content that is deemed illegal as set forth under Sec. 3 of the [Special Terms and Conditions and Information according to the Digital Services Act](#).

4. Granting of rights in UGC

- 4.1. Subject to Sec. 4.4 the user grants Gameforge the royalty-free, permanent, irrevocable, worldwide and exclusive right to use their UGC created or contributed on Cubio. This includes, in particular without limitation, editing, reproduction and distribution rights and the right to grant sublicenses to the UGC. Sec. 5.5. of the Framework Agreement does not apply to the UGC.
- 4.2. The granting of rights pursuant to Sec. 4.1. also extends to the subsequent publication of Cubio including UGC on platforms other than Windows PC and its distribution platforms, sales channels and market places, i.e. on game consoles such as Sony Playstation, Microsoft Xbox, Nintendo Switch and on operating systems for mobile devices such as iOS and Android. UGC or parts thereof and their adaptations may also be used for public relation and marketing purposes and

within marketing campaigns and materials, including physical promotional gifts which are to be distributed for free.

- 4.3. The acquisition of UGC by other users always occurs via Gameforge, regardless of whether the UGC is made freely available or whether Digital Credits are to be used for this purpose. This also applies if, with regard to the visual appearance of the UGC on Cubio, the user is identified as the creator of the UGC in a store or similarly visualized area.
- 4.4. The user may optionally deactivate the possibility for third parties to acquire UGC licensed by the user to Gameforge according to Sec. 4.1. with effect for the future. Third parties who have already acquired such UGC before deactivation remain entitled to use it. The deactivation does not cover UGC which has been edited by third parties in accordance with the STC-Alpha and the Creator Rules.
- 4.5. The user grants Gameforge the permanent, irrevocable, worldwide, sublicensable and exclusive right to produce, market, distribute and sell physical merchandising articles and toys based on the depiction of the UGC licensed under this Sec. 4. The user is entitled to adequate consideration to be determined in Gameforge's reasonable discretion, which shall reflect the sales numbers of the respective physical articles.
- 4.6. The user's right to author designation is limited to the labeling of the environment where UGC is offered on Cubio – usually with the pseudonymous username chosen by the user. The UGC itself does not bear any designation of authorship.
- 4.7. Other user-generated content, such as texts and comments posted by the user in public chats and forums, shall continue to be subject to the provisions of Sec. 5.5. of the Framework Agreement.

5. Alpha Release Restrictions and Particularities

- 5.1. By accessing Cubio during this Cubio Closed Alpha phase, the user agrees that:
 - a) service interruptions; bugs and errors are likely to occur during the Closed Alpha;
 - b) any virtual or digital items provided to the user or acquired by the user (including any Cubio Coins) and any progression the user makes during the Closed Alpha are made available solely for the purpose of testing and will be subject to reset, removal or deletion by Gameforge at any time during, and at the end of the Closed Alpha period without any prior notice and without any compensation to the user or similar claims against Gameforge;
 - c) as lies in the nature of the technical testing stage of Cubio, frequent changes to the scope and functionalities of the services will be made throughout the Closed Alpha, and the user consents to the fluid scope of the services; and
 - d) user names and UGC are intended (but not guaranteed) to remain available beyond the Closed Alpha period and are intended to be used by the associated account owner in other testing and release phases. However, service interruptions and errors are likely to occur

during the Closed Alpha period, and it is entirely possible that any account information, UGC or other content created by you may be corrupted, deleted or otherwise destroyed without any compensation to the user or similar claims against Gameforge.

- 5.2. During the Closed Alpha, Gameforge may regularly update Cubio environment and/or its services. This may happen, for instance, to make new content accessible to the users, to enhance existing content, to apply security-related updates or to remove redundant features.
- 5.3. Any feedback, comments, or suggestions the user may provide regarding or relating to the Cubio services is entirely voluntary, and Gameforge will be free to use such feedback, comments, or suggestions as Gameforge sees fit and without any obligation to the user. By nonetheless providing us with such, the user renounces any possible claim against Gameforge and its affiliates with respect to any intellectual property rights vested in such unsolicited content, including, but not limited to, copyrights. Gameforge will also not compensate the user in such instance. Any unsolicited content will be disregarded to avoid any possible misunderstanding around intellectual property rights vested in Gameforge's services.

6. Applicable law, dispute resolution, severability clause

Sec. 11 of the Framework Agreement applies accordingly; in particular, without limitation, Gameforge is not obliged to participate in dispute resolution proceedings before consumer arbitration boards and does not participate in such or similar proceedings.