

## Special Terms and Conditions and Information according to the Digital Services Act

### 1. Subject of these terms and conditions

- 1.1. These terms and conditions („T&C-DSA“) supplement the Framework Agreement<sup>1</sup> 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 T&C-DSA. In case of doubt, the provisions of the Framework Agreement and other special terms and conditions shall take precedence over the provisions of these T&C-SPA.
- 1.2. The T&C-DSA inform about
  - a) the restrictions that Gameforge imposes on users with regard to the information provided by users within the Gameforge services,
  - b) the single point of contact for communication with users within the meaning of Art. 12 of the Digital Services Act („DSA“)<sup>2</sup>,
  - c) the notice and action mechanisms within the meaning of Art. 16 DSA and
  - d) the single point of contact for Member States' authorities, the Commission and the Board within the meaning of Art. 11 DSA.

### 2. Restrictions related to information provided by users; content moderation

- 2.1. The Framework Agreement entered into by the users and Gameforge regulates under Sec. 6.5. lit. d) and e) and under Sec. 6.6. the restrictions related to information provided by users.
- 2.2. In the event of a breach of the provisions specified under Sec. 2.1., Gameforge is entitled in accordance with Sec. 7. and Sec. 9.4. of the Framework Agreement to demand that the user ceases and desists and to remove the content in question, to warn or admonish the user, to exclude the user from using Gameforge services temporarily or permanently in the event of significant breaches of duty at its reasonable discretion and to block the user's user account, to declare extraordinary termination and to refuse re-registration.

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

<sup>2</sup> Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act).

- 2.3. The Gameforge Services are subject to the moderation and review of publicly accessible content provided by users within the scope of what is economically reasonable. Gameforge appoints natural persons for this purpose, so that human decision-making and review is always ensured.
- 2.4. An exception to human decision-making is made for public chat functions, where filters are used to automatically make certain terms used by users unrecognisable. The terms filtered relate to undesirable content in accordance with Sec. 6.5 lit. e) (2) of the Framework Agreement, i.e. terms that are obscene, racist, glorify violence, are pornographic, harmful to minors or immoral in nature or are likely to impair the development of children and young people. However, it is not possible to completely filter all conceivable terms of such categories.
- 2.5. The persons appointed by Gameforge will take the measures listed under Sec. 2.2. after becoming aware of a violation of the restrictions referred to under Sec. 2.1. This may occur upon reports from other users (Sec. 3.2.) or through their own perception when moderating content.
- 2.6. Which measure is taken depends on the severity and frequency of a violation of the provisions of the Framework Agreement referred to under Sec. 2.1. on the basis of the legislative value decisions. Lighter offences will be sanctioned with warnings, more serious offences will lead to temporary exclusion from the use of Gameforge Services, up to and including permanent exclusion, especially in the event of repeated violations. Discretion is based on the consideration of all circumstances of the individual case and the weighing of the interests of both parties. The interests of other users are also included in the weighing of interests. If this weighing of interests shows that Gameforge cannot reasonably be expected to continue the contractual relationship until the expiry of a cancellation period, the permanent exclusion, which at the same time constitutes an extraordinary termination, shall take place, see Sec. 7.1 lit. c) of the framework agreement.
- 2.7. Users may lodge a complaint against the measures listed under Sec. 2.2 via the single point of contact in accordance with Sec. 3.1. If the complaint is not resolved, users are free to take legal action before court in accordance with applicable statutory provisions. Gameforge does not participate in out-of-court dispute resolution proceedings.
- 2.8. Gameforge remains authorised to declare the ordinary termination of the Framework Agreement or of Specific Agreements apart from users' breaches of duty.

### **3. Single point of contact for Gameforge Services users; notice and action mechanisms**

- 3.1. The single point of contact, which enables users to receive support when using Gameforge Services (in particular for concerns regarding the games offered, the forums and payment), is <https://support.gameforge.com/index.php>.
- 3.2. For the reporting of content that is deemed illegal by persons or organisations, notice and action mechanisms are available at <https://support.gameforge.com/digitalservicesact.php>. Gameforge will immediately notify you of the decision made with regard to the reported information and indicate the possible legal remedies against this decision. Gameforge does not participate in out-

of-court dispute resolution procedures. The user may take legal action to appeal against Gameforge's decision in accordance with statutory provisions.

3.3. Any processing is carried out by not solely automated means.

**4. Gameforge's single point of contact for Member States' authorities, the Commission and the Board**

4.1. The single point for Member States' authorities, the Commission and European Board for Digital Services as well as for further competent authorities according to national law, to get in contact with Gameforge is the email address [info@gameforge.com](mailto:info@gameforge.com).

4.2. Users of our services are requested to apply to the single point of contact under Sec. 3.1. and 3.2. for support cases and for reporting content deemed to be illegal.