



## Special Terms and Conditions for the Paid Acquisition of Digital Goods and Premium Services and the Arrangement of Memberships

### 1 Subject of the Special Terms and Conditions

These Special Terms and Conditions ('conditions') complement the Standard Terms and Conditions of Use from Gameforge 4D GmbH, Albert-Nestler-Straße 8, 76131 Karlsruhe ('Gameforge'). They cover the paid acquisition of usage rights to digital goods. 'Digital goods' are (i) the client software for online games which are either already available or will be released at a later point in time, (ii) premium currency and (iii) individual items or those bundled in a package for the online games run by Gameforge. The conditions also govern the paid acquisition of additional game services ('premium services') and the arrangement, execution and termination of paid memberships as per 1.2 of the Standard Terms and Conditions of Use.

### 2 Special Terms and Conditions for the Paid Acquisition of Digital Goods and Premium Services

- 2.1 The user can purchase the usage rights to a piece of software that is either already available or will be released at a later date, which enables the installation and use of an online game offered by Gameforge either at the time of purchase or at a later date, in accordance with the Standard Terms and Conditions of Use ('client software'). Gameforge will then provide the client software of an already available online game for download by the user. Should the online game not be available at the time of purchase of the usage rights (pre-order), Gameforge will indicate the date of release on the order site and enable access for use from this point in time. The release date should be seen as a non-binding delivery date. Where justified, in particular for the purposes of fixing problems, Gameforge is entitled to push the release date back to a date no later than three months after the originally stated release date.
- 2.1.1 The user consents to enter into an agreement for the purchase of usage rights for the client software by selecting the client software (or bundle including the client software and other digital goods) for the relevant online game on a shop site offered by Gameforge and clicking either the appropriate 'Buy now' or similarly labelled button. The agreement is established by Gameforge sending the user confirmation of the agreement to the email address they provided. In contrast to 2.5 of the Standard Terms and Conditions of Use, a licence agreement can also be concluded when Gameforge creates a user account and links this to an email address provided by the user after completion of the payment process. Gameforge will indicate as such in individual cases.
- 2.1.2 Content and scope of the licence agreement reached according to 2.1.1 are determined by 3.3 of the Standard Terms and Conditions of Use.
- 2.2 The user can purchase a virtual currency whose use is limited to the user account from which the payment process was completed as per these conditions ('premium currency'). The premium currency may have a different name in each of the different online games.
- 2.2.1 The user consents to conclude the agreement for the purchase of premium currency by selecting the amount of premium currency they wish to purchase from a shop page provided by Gameforge, and then clicking on the appropriate 'Buy now' or similarly labelled button. The agreement is established once Gameforge has credited the user's account with the premium currency.

- 2.2.2 In crediting the premium currency to the user, Gameforge grants them the ordinary, non-transferable right limited to the contractual period to acquire virtual goods ('shop items') or premium services offered by Gameforge within the relevant online game and more closely described there, provided the premium currency credited to the user account is sufficient for the purchase in question. The premium currency shall be debited from the user account to the amount corresponding to the designated value of the shop item or premium service.
- 2.2.3 The user's right to the acquired premium currency ends subsequent to the termination of the licence agreement regulated by the Standard Terms and Conditions of Use. In the event that the user account is blocked in accordance with Section 6.2(d) of the Standard Terms and Conditions of Use, Gameforge is entitled to refuse performance for the duration of the block.
- 2.2.4 The right to use the shop items or premium services acquired pursuant to Section 2.2.2 ends subsequent to termination of the licence agreement regulated by the Standard Terms and Conditions of Use. The user has no entitlement to use the shop items or premium services for a minimum period of time, unless the description of the shop item or premium service specified a particular minimum period of time at the time of purchase.
- 2.3 The user can purchase virtual items ('items') and premium services either individually or bundled together. These items and premium services can only be used for the respective online game and in general only for the user account which was used to make the respective payment.
- 2.3.1 The user consents to conclude the agreement for the purchase of items or premium services by selecting the items or premium services they wish to purchase from a shop page provided by Gameforge, and then clicking on the appropriate 'Buy now' or similarly labelled button. The contract is concluded once Gameforge has credited the user's account with the items or supplied the premium services.
- 2.3.2 The right to use the items or premium services acquired pursuant to Section 2.3.1 ends subsequent to termination of the licence agreement regulated by the Standard Terms and Conditions of Use. The user has no entitlement to use the items or premium services for a minimum period of time, unless the description of the item or premium service specified a particular minimum period of time at the time of purchase.
- 2.4 The purchase of the respective digital goods and premium services is made using payment service providers integrated by Gameforge, which generally offer the user various forms of payment ('payment methods'). The user can select his preferred payment method from those available and acknowledges that in general a contract for the execution of the transaction made with their preferred payment service provider will be based on the terms and conditions of the provider in question.
- 2.5 The user may withdraw their offer pursuant to Sections 2.1.1, 2.2.1 and 2.3.1 at any time up to the completion of the individual steps required to trigger the payment transaction via a payment service provider as defined in Section 2.4. Up to this point it is also possible to correct details entered by clicking on the back button in the browser.

### **3 Special Terms and Conditions for the Arrangement of Fee-based Memberships**

- 3.1 By entering into a membership arrangement, for the (minimum) term selected by them, the user shall gain access to special benefits within the online game (e.g. special functions, access to restricted areas), which are not available to non-members.
- 3.2 The user selects the (minimum) term of the membership and the relevant price required therefore. On the same page, the user selects the payment method and thus the payment service provider. Sections

2.2.1, 2.4 and 2.5 apply accordingly. The amounts payable for the membership are payable in advance at the start of the membership term.

3.3 The membership can be cancelled without notice at any time up to the end of the respective membership term. Cancellations may be issued by email or in writing. If a cancellation function is integrated into the user account administration, this can also be used to issue a cancellation. Provided the payment method selected by the user does not preclude an automatic renewal, following the end of the term the membership shall be automatically renewed by the originally agreed term, unless it is cancelled by one of the parties prior to expiry. Prior to entering into the membership arrangement, the user will be informed of the possibility of automatic renewal or the absence thereof.

#### **4 Purchase of Digital Goods, Premium Services and the Arrangement of Memberships for the Benefit of the User**

4.1 The contractual partner for services offered by Gameforge as per Sections 2 and 3 of these conditions may also be a person other than the user and who only purchases the services for the benefit of the user (contract to the benefit of third parties). This will be the case particularly if the owner of a means of payment for the purposes of Section 2.4 (e.g. the holder of a credit card, bank account, telephone line, etc.) wishes to acquire the service on offer for the user in question.

4.2 In the cases described in Section 4.1, the services in question may only be demanded from Gameforge by the holder of the user account to be credited. Gameforge provides its services directly to the user in question.

#### **5 Reimbursement of Money and Payment in the Event of Cancellation**

5.1 Unless a statutory right of cancellation has been effectively exercised, the reimbursement of the payment remitted for unused premium currency or for the remaining term of the membership is only possible in accordance with Section 8.5 of the Standard Terms and Conditions of Use.

5.2 In the event that the statutory right of cancellation is effectively exercised, Gameforge shall as a rule use the same means of payment that the user employed in making their payment. If this is not possible, the reimbursement shall be made by way of a bank transfer to an account designated by the payment beneficiary.

#### **6 Other**

6.1 No additional costs are incurred other than the basic charge for establishing and maintaining internet access and the price for the services provided by Gameforge pursuant to Sections 2 and 3.

6.2 Gameforge provides billing support via <https://billing.gameforge.com/> and game support via <http://support.gameforge.com/>. No support is offered via other channels (e.g. telephone, social media etc.).

6.3 [Section 10 of the Standard Terms and Conditions of Use](#) apply accordingly.

Karlsruhe, July 2019

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Notice regarding Online Dispute Resolution:

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