

## I. Applicability

1. GamesInFlames UG (referred to hereinafter as "GIF") offers the online game "Aloha Paradise Hotel" as well as other content and services (also referred to collectively hereinafter as "Services") to individual user available at the Webpage [www.alohaparadisehotel.com](http://www.alohaparadisehotel.com) (referred to hereinafter as "Webpage")

2. The Services and further developments and improvements are governed by the most recent version of the general terms and conditions set forth below (referred to hereinafter as "General Terms and Conditions").

## II. Subject matter

You may use the Services free of charge. There is no requirement to use recurring features (e.g., by subscription). If there is a charge for a Service, you will be expressly notified (Art. IV) and informed of your right to cancel (Art. XIV).

Please note: depending on your Internet access, transmission charges may be incurred when downloading GIF software (e.g., when charged by data volume). GIF is not responsible for any software download initiated by you.

## III. Registration

Registration is required in order to use the Services. If you are younger than 18 years, consent from your legal guardian(s) is required in order to create a valid registration.

The license to use the Services is acquired through registration at the Games Webpage. You will receive a confirmation link sent to the E-mail address provided at the time of registration. Please activate this confirmation link to verify your registration. You can then set up your own personal user account (referred to hereinafter as "Account"). You are required to provide the complete and correct information requested at the time of registration. If you provide untrue information (e.g., country of origin), GIF is entitled to delete your Account at any time. You do not have the right to use a specific Username or a specific pass-word. You may change your password following registration. Please make sure that the information provided at the time of registration is always kept current.

GIF is entitled to reject your registration via E-mail or revoke it at any time after registration if there is good cause. In this case you will be informed of such good cause by E-mail to the E-mail address most recently provided by you. A violation of these General Terms and Conditions may constitute good cause.

Your Account is not transferable to other individuals. GIF is entitled to delete your Account, and with it your personal information, if you go for a period of more than 180 days in a row without using the Services. If you have purchased Pearls (the cash currency and referred hereinafter as "Pearls" (see Art. IV. [1] below), GIF can delete your Account and revoke any remaining Pearls if you have not used the Services for a period of at least one (1) year.

You can delete your Account at any time and thereby terminate your usage without providing advance notice. Pearls purchased up to that time are then forfeited without the right to reimbursement.

#### iv. Pay Services: purchasing Pearls

1. Pearls are a virtual currency for purchasing virtual items (referred to hereinafter as “Items”) for use in the Services. You can purchase various quantities of Pearls through payment of corresponding euro amounts.

2. GIF offers you various payment methods, depending on your credit rating and country of origin. You do not have a right to use specific payment methods.

3. Once purchased, Pearls cannot be converted into money, subject to the cancellation provisions (see Art. XIV).

4. The Services may require various technical configurations (e.g., graphics card, browser, etc.) in order to be used trouble-free. The Services must be used on PCs exclusively. Mac users cannot use the Services trouble-free. We recommend using the Services on a trial basis at first before purchasing Pearls in order to determine whether you meet the technical requirements for trouble-free use of the Services.

5. Pearls you purchase are recorded in your personal customer account (referred to hereinafter as “e-Wallet”). Pearls do not expire in general, with the exception of deletion of your customer account for non-use, for which see Art. III. 4. In the event we permanently discontinue the Portal, we will refund remaining Pearls to you.

6. Items purchased using Pearls are not transferable and cannot be converted back into Pearls. Items that can be used in the individual Services (“Game Items”) may be governed by different validity periods.

#### v. Change of Services on the Webpage, restrictions

1. There can be unscheduled maintenance operations which, as far as possible, will be announced on the Webpage in a timely manner. The aforementioned maintenance and development operations may result in temporary restriction or interruption of usage possibilities and/or delivery of the Services.

2. You do not have a right to receive specific Services. GIF reserves the right to up-date, modify, or discontinue individual Services. Specifically, GIF is entitled to discontinue individual language versions of Services or the Webpage

## VI. Responsibility for content, links

1. GIF offers you, among other things, Services that enable you to publish your own content, specifically in the form of texts, photos, and graphics (referred to hereinafter as “User Content”), through the Webpage; you grant GIF the necessary usage rights for this purpose. GIF may adapt User Content only to the extent and degree required for technical reasons for flawless presentation on the Webpage. Other usage rights are expressly not granted hereby. You can at any time remove content and information added by you. You are solely and exclusively responsible for the User Content.

2. You are required not to violate applicable legal regulations or third-party rights when using the Services. You will make sure that the content you distribute does not violate any rights of third parties (e.g., copyrights, patents, brands or other property rights, the right to one’s own image and other privacy rights), that you observe applicable legal regulations such as criminal laws and provisions for the protection of young people, and specifically do not distribute any content that is racist, pornographic, obscene, offensive, or unsuitable for minors. You are further required to respect the privacy of third parties, not to distribute any unsolicited mass mailings or unrequested advertising, and to refrain from anything and everything that could jeopardize the performance and availability of the Services. If you violate this item, GIF may block you from using the Services for a certain period of time, or permanently in the event of a serious violation.

3. GIF merely provides the technical platform for publishing User Content. GIF is not responsible for external content nor for information to which GIF merely provides access or which GIF forwards with unchanged content. This also applies to the intermediate storage of unchanged external information. GIF hereby advises you that GIF examines content only to the extent we have been notified of the unlawfulness thereof. GIF expressly requests that you report unlawful content using the reporting button available on each page of the Portal.

4. Except as expressly permitted by GIF in writing on the Webpage, it is generally prohibited to add references (referred to hereinafter as “Links”) to external websites and information sources, as well as linkages and other connections (e.g., buttons), to the Webpage or the Services. Links are also considered to include inactive Web addresses (URLs) and portions thereof. The decision as to whether offers are compatible with this principle rests exclusively with GIF. If you violate this item, GIF may block you from using the Services for a certain period of time, or permanently in the event of a serious violation.

5. GIF is entitled to forward Users’ data and content to third parties, and/or delete it, to the extent permitted on the basis of legal provisions or required by court or administrative order. This also

applies to the disclosure of User data. Furthermore, GIF is entitled to delete content to the extent it violates the above requirements.

## VII. Technical limitations

1. You are aware that the offered Services of GIF can be subject to technical limitations. This applies particularly to maximum storage capacity or maximum file size, maximum number of messages and published items.

2. GIF may delete data and/or refuse to store additional data if the technical limitations are exceeded, in consideration of the specifications according to Art. III 4. This applies in the event you go for a period of more than 180 days without using the Services offered by GIF. GIF will notify you prior to deleting important data.

## VIII. Availability limitations

You are required not to offer to third parties for compensation, provide to third parties, or transfer to third parties outside the game your Account, your Account access data, your game character, Pearls, or items acquired within the game, nor to offer such items on auction platforms (such as "eBay") for compensation. The background of this prohibition is the desire of GIF not to commercialize game content and power and status positions acquired within games, in order to guarantee that Users of the Services act in a purely game-playing manner at all times. Any violation of the sales prohibition above will result in the immediate locking of your Account.

## IX. Software, copyrights

1. GIF provides you with software in the context of the Services. GIF grants you the nonexclusive right, limited to the usage period of the Services, to use the software as part of noncommercial utilization on a personal computer. You may make copies of the software only for the purpose of backup and archiving for personal purposes, unless GIF explicitly permits you to distribute the software. Anybody may freely copy and distribute the client program for using individual Services. You are required to retain the intellectual property notices contained in this software on copies of the software and to observe the applicable laws for using the software.

2. You are not permitted to copy the software for compensation or make it accessible to third parties for compensation, nor to lend the software or rights thereto for compensation or rent it for compensation, nor to transfer it to third parties in other form for compensation or to modify, translate, reverse-engineer, decompile or disassemble the software nor create other derivatives on the basis of the software.

3. The rights to the intellectual property for any and all content of the Services and other property rights to the software remain with GIF and/or its suppliers and licensors.

4. Agreements regarding additional license provisions for software which you might accept before using the Services shall remain unaffected by the rules set forth above.

#### X. Duties of the User, release

1. By registering as a User you undertake to utilize the Services exclusively for personal use. Any use of the Webpage outside the intended purpose requires advance consent from GIF. First and foremost, use of the Webpage for any manner of commercial and/or advertising purposes whatsoever shall require advance consent from GIF in each individual instance.

2. You are required not to disclose your password to third parties even when asked. Neither GIF employees nor volunteers are authorized to ask you your password. Actions performed by an unauthorized third party using your access data are your responsibility. This does not apply if the unauthorized third-party gained knowledge of your access data due to a culpable action by GIF.

3. GIF is entitled to take any and all required protective measures in the event passwords are misused. This also includes (temporarily) blocking the Services.

4. You will indemnify GIF and hold it harmless from any and all claims which other Users or other third parties assert against GIF due to infringement of their rights through content added by you or due to any other unlawful use of the Portal and the content made available there. In this case you pay the costs of necessary legal defense of GIF, including all court and legal fees in the statutory amounts. This does not apply if you are not responsible for the infringement of rights. You are further required to make any and all information available promptly, truthfully, and completely that is required in order to review the claims and defend against them.

#### XI: Liability of GIF

1. GIF assumes no liability for the information added or statements made by you. GIF is not liable for any User's violation of duties vis-à-vis third parties or you.

2. As a service provider, GIF is not required under the statutory provisions to monitor the transmitted or stored information or to search for circumstances indicating unlawful activity. However, if GIF learns of unlawful content within the Webpage such content will be promptly removed or access to

such content will be blocked and appropriate sanctions against the User examined and introduced if appropriate (see Art. VI).

3. GIF is liable to you without limitation for damages resulting from injury to life, limb, or health that are based on an intentional or negligent violation of duties by GIF or its legal representatives or agents, and for other damages that are based on intentional or grossly negligent violation of duties or bad faith. GIF additionally has unlimited liability for damages covered by liability under compulsory statutory regulations such as the German Product Liability Law and in the event guarantees are provided.

4. In other cases the liability of GIF is limited to the damages that are typically foreseeable for the contract. To the extent GIF's liability is only in the amount of the damages typically foreseeable for the contract, there is no liability for lost profits or savings, damages from third-party claims, and other direct and indirect consequential damages.

## XII. Transfer of rights by GIF

GIF is entitled to transfer the rights and duties under this contract to a third party. In the event of such transfer, you have the possibility of terminating use of the Services of GIF without providing advance notice.

## XIII. Applicable law, changes to these General Terms and Conditions, saving clause

1. GIF is entitled to modify the content of these General Terms and Conditions with your consent insofar as the change is reasonable for you considering the interests of GIF and the essential performance content of the contract is not changed such that the contractual balance between the contracting parties is changed to your disadvantage. Consent to the contractual change is considered given if you do not object to the change in writing within four weeks after receiving the notice of change. GIF is required in the notice of change to notify you of the consequences of failing to object. To the extent you do not approve of the changes to the General Terms and Conditions, you have the right to discontinue use of the Webpage at any time.

2. To the extent a provision of these General Terms and Conditions is invalid, the other provisions shall remain unaffected thereby. The invalid provision shall be considered to be replaced with a provision most nearly approximating the sense and purpose of the invalid provision from an economic standpoint in a legally valid manner. The same applies to any lacunae.

3. All legal relationships resulting from use of the Services are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.

#### XIV. Right of cancellation

##### NOTICE REGARDING CANCELLATION

1. If you use a paid service as set forth in part IV (Purchase of Pearls), you may cancel and revoke your statement of agreement in text form (e.g., letter, fax, E-mail) within 14 days without indicating the reasons. This time period begins upon receipt of this notice in text form, but not before conclusion of the agreement nor before fulfillment of our information duties according to Article 246 §2 in conjunction with §1 (1) and (2) EGBGB (Introductory Law to the German Civil Code) and our duties according to §312e (1) sentence 1 BGB (German Civil Code) in conjunction with Article 246 §3 EGBGB. Sending the cancellation within the time period is sufficient for meeting the deadline. The cancellation should be sent to:

GamesInFlames UG Customer Service Karlstrasse 68 80335 München Fax: + 49 89 210205776 E-Mail: [cs@gamesinflames.com](mailto:cs@gamesinflames.com)

In the event of valid cancellation, the payments and services received by both parties must be returned and any derived usage (e.g., interest) must be surrendered. If you cannot return all or part of the received service to us, or can do so only in a deteriorated condition, you must pay us value compensation to that extent, if applicable. The result may be that you must nevertheless fulfill the contractual payment obligations for the period up to the time of cancellation.

Your right of cancellation expires early if the contract is completely fulfilled by both parties at your express request before you exercise your right of cancellation. END OF NOTICE REGARDING CANCELLATION