

General Terms and Conditions

Travian Games GmbH, Wilhelm-Wagenfeld-Str. 22, 80807 München, Germany – hereinafter referred to as TRAVIAN – operates the online game Travian. The services provided within the framework of this game are provided exclusively on the basis of the present General Terms and Conditions (Terms).

§ 1 Scope of application

- I. These Terms apply for all contracts, offers, deliveries and services of TRAVIAN, also for the future. We hereby expressly object to the applicability of any terms and conditions of the users of the game Travian (hereinafter "user"). Any user terms and conditions shall only apply if TRAVIAN has expressly accepted them in writing.
- II. In addition to these Terms, the rules of the game applicable in the individual case as well as the game instructions for Travian listed on the website for the game Travian, shall apply.
- III. These present Terms will only be published on the websites of the game Travian. They can be downloaded into the random access memory, stored on a permanent data carrier or printed out. However, upon the user's written request, the Terms can also be sent by letter post.
- IV. The Terms apply for all users of the game Travian. Upon registration for the game (i.e. at the time the application for the opening of a game account for Travian has been sent) and upon log-in to the gaming platform in each case, the user accepts the present Terms as binding. Upon registration for the game, the user will be asked to accept the Terms. They shall apply for any use of the game Travian.
- V. TRAVIAN exclusively offers the online game Travian to consumers as defined in § 13 BGB (German Civil Code). The use of the game for profit-making or other commercial purposes is excluded. Only such persons who have reached the age of 18 at the time of registration are entitled to participate in the game. Minors are only entitled to participate if their legal representative's approval has been given prior to registration for the game. Upon registration for the game, the user expressly asserts his/her age of majority and legal capacity or – for minors – the existence of their legal representative's approval.
- VI. TRAVIAN reserves the right to modify or amend these Terms with effect for the future at any time should this seem necessary (for instance in order to adjust them to the legal and statutory situation, to expand the spectrum of services of TRAVIAN etc.) and provided that this does not discriminate against the user in bad faith. The user shall be informed of any modifications of these Terms in a suitable way by notification. This notification shall either be effected by a special window opening on the TRAVIAN website when logging onto the gaming platform, or by an e-mail to the e-mail address stipulated by the user. In all cases, the user shall also be informed of

the modification through a highlighted notification in the course of the next log-on to the website.

- VII. The user can object to the modifications to the Terms within one (1) month after the notification and the accessibility of the information. For reasons of conservation of evidence, the user is advised to direct the objection in writing or via e-mail to Travian. Should the user not object to the modified Terms within the period of one (1) month after the notification and the accessibility of the information, or should he continue to use the game Travian, the modified or amended Terms shall become binding for him. Should the user object within the period of notice, both parties shall be entitled to cancel the contract under observation of a period of notice of one month, provided that a right of cancellation at all times does not already exist pursuant to § 10 (II). Up until the time of the termination of the contract, the original Terms shall continue to be valid. Any remuneration paid up front and exceeding the duration of the contract shall be reimbursed to the user on a pro rata basis. Any further claims by the user are excluded. In the notification on the modifications, TRAVIAN shall especially indicate the possibility of an objection and cancellation, the period of notice and the legal consequences, in particular the consequences of a failure to object.
- VIII. The user is recommended to continuously keep up to date with the applicable version of the Terms and the rules of the game.

§ 2 Content of the service

- I. TRAVIAN's services consist in the provision of the websites of the game. The user only obtains a right of use in the functions of the game platform. TRAVIAN offers two types of use for the game Travian: A gratuitous basic use of the game (i.e. with basic functions which, however, allow complete playability) as well as a premium use (i.e. a premium membership against payment, providing additional functions of the game (features), see also § 5).
- II. The use of the game platform is only open to users who have established a customer account beforehand via their registration (hereinafter "game account" or "account"). The use of the game platform is allowed from the time when TRAVIAN has opened an account for the user for the game world concerned.
- III. The game's functions vary depending upon the selected tariff and can be modified at any time. The valid technical and other game requirements at each given time can be found on the Travian website.
- IV. The game and the game worlds respectively are continuously updated, adjusted, extended and modified in order to make the game interesting for a large number of players long term. Therefore, the user only obtains a right to use the game in its current version at any given time.
- V. The user does not have a right to request maintenance of the game in the version current at the time of the conclusion of the contract.

- VI. TRAVIAN reserves the right to cease operation of the game or of individual game worlds at any time without having to state reasons for this. The user can, at his choice, request that the remuneration paid in advance (for instance for premium memberships) be credited for other game worlds operated by TRAVIAN or that TRAVIAN reimburse the remuneration paid in advance. Such credits or reimbursements shall only apply for the part of the remuneration not used up until that time, or - for premium memberships - shall only be effected on a pro rata temporis basis. Further claims by the user are excluded.

§ 3 Membership and conclusion of the contract

- I. Membership commences upon successful registration for the game, i.e. upon the opening of a game account by TRAVIAN.
- II. Upon filling in the registration form, the user makes a binding offer for the conclusion of a game user contract (also "application for the opening of a game account"). For this purpose, all data fields in the registration form must be filled in completely and correctly. Each game user contract refers to the participation in a specific game world of the game Travian with a specific account.
- III. The contract between TRAVIAN and the user on services and supplies is concluded by the acceptance of the application for the opening of a game account by TRAVIAN. This acceptance can be made by TRAVIAN either expressly or by carrying out the first implementation measure. TRAVIAN shall immediately confirm the receipt of the application for the opening of a game account using electronic means to the e-mail address stipulated by the user. The confirmation of receipt does not represent a binding acceptance of the user's application. However, the confirmation of receipt can be combined with the declaration of acceptance.
- IV. The user can at any time terminate his/her membership for the use of the basic functions using the delete function installed in the game. For premium memberships, reference is being made to § 5 (VI) and § 10.
- V. The user does not have a right to obtain a membership.

§ 4 Right of revocation

- I. The user can revoke his declaration for the conclusion of the game user contract (i.e. his/her application for membership and opening of a game account in a specific game world) and for the order of features within the framework of premium memberships in text form (for instance by letter, telefax, e-mail) within a period of two weeks without having to state reasons for this. The period of notice commences at the earliest at the time this information is received, but not before the contract is concluded and not before TRAVIAN has fulfilled its duty to inform according to § 312c Abs. 2 BGB, § 1 Abs. 1, 2, 4 BGB-InfoV and § 312e Abs. 1 S. 1 BGB, § 3 BGB-InfoV. The timely dispatch of the revocation shall be deemed sufficient to adhere to the revocation deadline.

II. Any revocation is to be directed to:

Travian Games GmbH
 Wilhelm-Wagenfeld-Str. 22
 80807 München
 Germany

Telephone: +49/89/32 49 15 93 8

Telefax: +49/89/32 49 15 97 3

E-Mail: plus @ travian.de

- III. In case of a revocation via e-mail, the user's name and the game account are to be indicated in the reference line.
- IV. In case of an effective revocation, any benefits provided mutually are to be reimbursed and any obtained benefits from the use are to be restored. This means that any remuneration paid previously will possibly not be reimbursed entirely if the user has obtained benefits from the use prior to the declaration of revocation. If the user cannot reimburse TRAVIAN for the benefits obtained in whole or in part, or if he can only reimburse the benefits in a degraded state, the user is obliged to compensate TRAVIAN, as the case may be. Any obligation for monetary reimbursement has to be fulfilled within 30 days. The time period commences for the user at the time he issues his declaration of revocation, for TRAVIAN at the time of receipt of the respective declaration.
- V. The right of revocation expires for services offered by TRAVIAN once TRAVIAN has started to perform the services with the user's express consent before the end of the revocation period, or if the user has authorized this himself/herself. This is to be assumed if the user has made use of the game or of the premium membership features.

§ 5 Premium membership

- I. Upon purchase of a premium membership, the player obtains the right to use an enhanced range of functions of the game (provision and use of features). Information on the type and extent of such additional functions can be found on the website.
- II. Information on which features are offered at which tariff, on the functions and the requirements of such features, can be found on the website of the respective game world. Here, depending upon the specific feature and tariff, payments can be one-time or payable for a defined period of time (for instance days, week, month, quarter, half year, year).
- III. The game worlds are continuously being enhanced. Therefore, TRAVIAN reserves the right to offer new features at any given time.
- IV. In the course of adjustment and enhancement of the game worlds, TRAVIAN also reserves the right to modify individual features, to cease offering them and/or to also offer them in the gratuitous basic version (basic membership), however, without this

affecting the playability of the game in its entirety. Should the user already have made payments for a future period of time for premium memberships and the use of features, and should he/she not be able to use these because they are not offered any more and/or because they also are available in the gratuitous basic version, TRAVIAN shall, at the user's choice, offer other features as a replacement and/or reimburse – pro rata temporis – the paid sum to the user. The user shall be free to cancel the premium membership with immediate effect. Any further claims by the user are excluded.

- V. The extended right of use of a premium membership shall apply exclusively for the game world stipulated at the time of purchase and for the account from which it was ordered. Transfers to other game worlds or other accounts are expressly excluded, unless otherwise expressly agreed.

§ 6 Terms of payment, set-offs, rights of retention

- I. TRAVIAN shall be entitled to request payment in advance for the use of features within the framework of premium memberships for the purchase of (optional) premium functions. Payments shall be due upon conclusion of the game user contract, i.e. upon the acceptance of the application for the opening of a game account by TRAVIAN. TRAVIAN offers various payment methods. TRAVIAN will offer an anonymous payment method if this is technically feasible and reasonable for TRAVIAN. The user has no right to request maintenance or provision by TRAVIAN of certain payment methods. Payments shall be debited to the bank account or credit card stipulated by the user or shall be otherwise collected according to the user's choice.
- II. Should return debits or cancellations result for TRAVIAN from activities under the user's responsibility, the user shall bear the costs incurred through this by TRAVIAN. In such cases, TRAVIAN shall be entitled to debit these costs together with the original remuneration for the service from the user's account or credit card. Furthermore, TRAVIAN shall be entitled to invoice a handling fee of EUR 10.-. In all such cases, the user shall be free to provide proof that no damage has been incurred or that the incurred damage is considerably lower.
- III. In cases of delays in payment, TRAVIAN shall be entitled to cease the provision of services and to immediately freeze the user's account. The user's obligation to pay the agreed remuneration shall not be affected by this.
- IV. For the period of time of the freeze, no service charges for any agreed premium memberships shall be incurred. However, TRAVIAN shall be entitled to request payment of a handling fee for the freezing of the account, the notification of the freeze as well as the suspension of the freeze or the opening of a new account in case of complete payment being effected. The amount of such handling fees can be found on the website. In all cases, the user shall be free to provide proof that no damage has been incurred or that the incurred damage is considerably lower.

- V. Set-offs against claims by TRAVIAN shall only be allowed for the user for counter-claims which are undisputed or have been determined in a legally binding way. The user can only exercise a right of retention if his counter-claim is based on the same contractual relationship. Any assignment of the user's claims against TRAVIAN to third parties is excluded.

§ 7 User's duties

- I. A user may not hold several accounts for one game world at the same time. A violation of this provision may lead to immediate freeze or deletion of all of the player's accounts. However, it is possible to have one account each in various game worlds at the same time.
- II. The user must ensure that the password he/she has received for his/her access is being kept secret and must change it regularly for reasons of security.
- III. With its websites, TRAVIAN only provides a platform for the communication among the players. The user himself is responsible for the contents of this communication.
- IV. The users undertake to keep the communication and any other statements free from racist, pornographic or abusive contents, from contents glorifying violence and from other offensive or prohibited contents. Disregard of this provision may, after a prior warning notice, lead to an immediate freeze or deletion of the account.
- V. The user is only entitled to use the game through normal web browsers. Any further use of additional programs, scripts or other supporting tools is expressly prohibited. Disregard of this provision may, after a prior warning notice, lead to an immediate freeze or deletion of the account concerned, as well.
- VI. It is prohibited to use errors in the programming (so-called bugs) for one's own advantage. No measures may be taken either which lead to an overload of the servers, as this may massively affect the operation of the game for all players.
- VII. The TRAVIAN games and games worlds are intended to bring long term fun for a large number of users. TRAVIAN is therefore interested in enabling the users to enjoy the TRAVIAN games and games worlds by preventing other users from breaching their contractual obligations by using additional programs, scripts or other supporting tools. TRAVIAN has the right to use adequate programs that enable TRAVIAN to become aware of the user's breach of contractual obligations and to identify the respective user in case TRAVIAN has well founded grounds to believe that the user acts in breach of his contractual obligations.
- VIII. Unless otherwise stipulated in these Terms or in other agreements with the user, TRAVIAN shall as a principle communicate with the user via e-mail. The user shall ensure that e-mails sent by TRAVIAN to the e-mail address stipulated by the user at the time of registration, or at a later time, actually reach him. This shall be ensured by corresponding settings of spam filter preferences and by regular checks of this address. TRAVIAN reserves the right of choosing freely the form of correspondence for any other written communication.

- IX. Whenever contacting TRAVIAN, the user shall provide information on his player's name, the game world and the account to which the inquiry refers.

§ 8 Claims for defects

- I. TRAVIAN shall provide access for the user to the game in its version existing at the respective point of time (§ 2(IV)). The user cannot request that a certain state and/or functional scope of the game be maintained or set up.
- II. The user is aware that the game offered by TRAVIAN – like any software – cannot be completely fault-free. This means that the game shall only be deemed to be defective if its playability is affected severely and permanently.
- III. The user shall always document in a diligent way any possible defects in the game or in other services or supplies by TRAVIAN, and shall report them in particular by listing any shown error messages.
- IV. Before reporting a possible error, the user shall consult the game instructions and, if applicable, any other ways of support provided by TRAVIAN for the elimination of the problem (in particular FAQ lists, discussion forums on the problem). The user shall give TRAVIAN his/her full support in a possible elimination of the defect.
- V. The user shall give notice of a defect to TRAVIAN immediately after its detection. In case of obvious defects in goods – also in virtual goods – notice of defects is to be made to TRAVIAN within two weeks after receipt of the goods. The timely dispatch shall be sufficient to adhere to the deadline. In other cases, notice of defects is to be made immediately after their detection. After the deadline has expired without submission of a notice of defect, the assertion of claims based on the defect shall be excluded.
- VI. For the user's own protection, and in particular for reasons of securing evidence, the user is recommended to direct any notices of defect to TRAVIAN in writing (via telefax, letter or e-mail).
- VII. On principle, errors caused by external conditions (force majeure etc.) for which TRAVIAN is not responsible, or by operating errors which the user is responsible for, or by modifications or other manipulations which have not been carried out by TRAVIAN or cannot be attributed to TRAVIAN, are excluded from any claims based on a defect.
- VIII. TRAVIAN shall not assume warranties in the legal sense, unless expressly agreed otherwise in writing.

§ 9 Liability and liability for links

- I. Under no circumstances shall TRAVIAN be liable for any damages other than those caused in a grossly negligent or intentional way.
- II. However, the above-mentioned disclaimer of liability shall not apply for the liability in cases of violations of life, body and health. Furthermore, they shall not apply in as far as the damage is based on a violation of a basic or an essential contractual duty

(i.e. a contractual duty, the adherence to which is of special importance to the fulfilment of the contractual objective and on which the user as a party to this contract may legitimately rely) or on the violation of a warranty. TRAVIAN's liability under the Product Liability Act as well as within the scope of application of § 7 subsection 2 TKV (decree on consumer protection in telecommunications) remains unaffected.

- III. However, the obligation to compensate for violations of basic or essential contractual duties shall in all cases be limited to the foreseeable damage.
- IV. The foreseeable damage is limited to an amount of € 30.00 per account.
- V. The above-mentioned disclaimers and limitations of liability shall also apply with regard to the liability of TRAVIAN's employees, workers, staff members, representatives and vicarious agents, in particular in favor of the shareholders, employees, representatives, organs and their members with regard to their personal liability.
- VI. TRAVIAN shall endeavor to assure a continuous accessibility of the servers, however, does not assume any warranty in this respect.
- VII. This game is a gratuitous game in its basic version. Therefore, TRAVIAN shall not assume any liability for the failure of servers, for programming errors and damage caused in any other way.
- VIII. In particular, there is no right to request restoration of the original condition of the account before such interruption took place.
- IX. The Landgericht (Regional Court) of Hamburg decided in its judgment of 12th May 1998 that the inclusion of a link might lead to a co-liability for the contents of the linked site. The LG stated that this could only be avoided by expressly dissociating oneself from such contents.
- X. TRAVIAN hereby expressly dissociates itself from the contents concealed behind the links listed on the TRAVIAN site, the servers behind them, the links following on from them and any other visible or invisible contents. TRAVIAN does not assume any responsibility for the contents of these websites, nor does TRAVIAN adopt these websites and their contents. TRAVIAN will not control the linked information. TRAVIAN is not aware of any violations of the external contents against applicable laws. In case of corresponding notifications, the links will naturally be deleted immediately.

§ 10 Duration of the contract, cancellation

- I. The contracts between the user and TRAVIAN on the use of the basic version of the game worlds are concluded for an indefinite period of time, unless otherwise determined in TRAVIAN's specific offer.
- II. Should a fixed duration not have been agreed upon for the game user contract, the game user contract may be canceled by TRAVIAN at any time, under observation of a four week period of notice, by the user at any time without observation of a period of notice (ordinary right of cancellation). The express relinquishment of an account

by the user shall be deemed to be a cancellation of the game user contract for this account.

- III. It is not necessary to specify reasons for an ordinary cancellation.
- IV. The parties' right to cancel the game user contract, or the contract on the use of features due to an important reason remains unaffected by the aforementioned provisions.
- V. Should TRAVIAN be responsible for the extraordinary cancellation of the game user contract or the contract on the use of features, the user shall be reimbursed on a pro rata basis for the remuneration effected (in particular for premium features) for a period of time which exceeds the time of termination. Any further claims by the user are excluded, unless otherwise agreed in these Terms. In case of an ordinary cancellation, irrespective of the question which party carries out the cancellation, and in case of an extraordinary cancellation by TRAVIAN for which the user is responsible, any remuneration paid (in particular for premium features) shall be forfeited upon effectiveness of the cancellation.
- VI. In particular, but not limited to this, TRAVIAN shall be entitled to cancel the contract due to an important reason if the user falls in delay with payment of the remuneration with an amount of at least 15.- EUR and does not pay in spite of two reminders, if the user culpably violates the rules of the game and does not cease the violation in spite of a cease- and-desist letter; a cease-and-desist letter is not necessary if special circumstances justify an immediate cancellation without prior submission of a cease-and-desist letter, taking into account both parties' interests, and/or if the user has not used his account for a period of time of four weeks in spite of a warning letter.
- VII. Should TRAVIAN have issued a justified cancellation due to an important reason, TRAVIAN shall be entitled to request payment of a sum amounting to 50% of the remuneration the user would have had to pay (in particular for premium features already ordered) during the term of the contract in case of a cancellation under observation of a period of notice issued at the same time. The user's right to provide proof that no damage has been incurred or that the incurred damage is considerably lower, remains unaffected.
- VIII. Should the game world concerned not provide the possibility of a cancellation (delete function), all cancellations must be effected in writing, the written form also being fulfilled by submission as an e-mail. All extraordinary cancellations must be effected in writing, stating the reasons for the cancellation.
- IX. For technical reasons, the definite deletion of the user data and the account will be carried out with a few days' delay.

§ 11 Data protection, Advertisement

- I. TRAVIAN shall handle all personal data which the user submits during his contractual relations strictly confidential and shall adhere to all relevant data protection regulations.

- II. For technical reasons, participation in the game and the game related services is not possible without storage of the user data. The user agrees to the electronic storage and processing of his user data by applying for the opening of a game account or by using the game or game related services respectively.
- III. Should a player request complete deletion of his data, this shall automatically result in a deletion of his account. In such cases, there is no right to re-claim any paid remuneration, unless otherwise determined in these Terms. This does not apply should TRAVIAN be responsible for the premature cancellation of the game user contract or for the reasons for the request for the deletion of data.
- IV. Upon deletion of the account, TRAVIAN shall delete the user's data from its system. TRAVIAN shall be entitled to continue to inform the user of innovations via e-mails also after the deletion of the account. The user can object to this at any time and request deletion of his data from the mailing list in written form (e.g. via Email). The user will not be charged for such request, but he will have to pay for the costs of transmitting such request (at basic tariffs). The user will be informed about his right to object and he will be given the right to transmit his objection in each information and in each newsletter sent by TRAVIAN.
- V. The user is aware that the Websites operated by TRAVIAN and the game TRAVIAN may be partially financed through advertisements. Therefore, the user agrees to TRAVIAN possibly enabling third parties to contact the user for advertising purposes. As long as the user does not object, his user data may also be used for sending him advertisements which reflect his interests (based on the information he has submitted to TRAVIAN and on his actions within the games and Websites operated by TRAVIAN). The user can object to this at any time in written form (e.g. via Email). The user will not be charged for such objection, but he will have to pay for the costs of transmitting his objection (at basic tariffs). The user will be informed about his right to object and he will be given the right to transmit his objection in each information and in each newsletter sent by TRAVIAN.
- VI. For purposes of handling of payments, TRAVIAN shall be entitled to transfer user data to external service providers assigned with the collection of the remuneration, in as far as this is necessary for the determination of the remuneration and settlement of accounts with the user. TRAVIAN shall further be entitled to transfer user data to such third parties to whom TRAVIAN has assigned its claims against the user, in as far as this is necessary for the collection of the assigned claims. TRAVIAN shall inform the user of the names of such third parties. By standard, all claims against the user will be collected by TG Payment GmbH, a subsidiary of TRAVIAN Games GmbH. User data which is necessary for the handling of the payments will be transferred to TG Payment GmbH.
- VII. The TRAVIAN Privacy Policy applies.

§ 12 Final provisions

- I. These Terms and all contracts concluded on the basis of these Terms shall be subject to the law of the Federal Republic of Germany. The application of the UN Convention on contracts for the international sale of goods as well as the conflict of laws provisions of German international private law is excluded.
- II. As far as this is admissible, the place of jurisdiction for all disputes arising from these contracts shall be at TRAVIAN's registered office. Should the user relocate his/her place of residence or his/her usual place of abode to a place outside the Federal Republic of Germany, TRAVIAN's registered office shall be the place of jurisdiction. This also applies if the user's place of residence or usual place of abode at the time a law suit is filed is unknown.
- III. Any modifications of, amendments to, or abrogation of these Terms must be in writing. This also applies for the abrogation of the requirement of the written form.
- IV. Should individual provisions of these Terms be invalid, this shall not affect the validity of the remaining provisions.

Munich. 08 September 2009

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