

GTC and consumer information, right of revocation

General Terms of Service

§ 1 Scope of application, conclusion of contract

(1) These General Terms of Service are the content of the usage relationship between Pit Forest UG (haftungsbeschränkt), Blumenstraße 21, 96271 Grub am Forst (operator or provider) and users of electronic entertainment (services) provided by Pit Forest. The contractual conditions of the user are only a contractual part if the operator expressly agrees in writing. By registering for a product or for a service (i.e., by submitting an application for access authorization (account opening)) and logging into the platform of the respective service, the user accepts the GTC. When registering, the user is requested to agree to the usage regulations. The terms of service apply to any use of the services, including future contracts, offers, services and deliveries of the operator.

(2) The terms of service are published as part of the products and services provided by Pit Forest. Terms of service can be loaded into memory, stored on a permanent medium or printed out. However, upon request of the user, the usage conditions may also be sent.

(3) In addition to these terms of service, the rules and instructions for playing games, which are listed in connection with the respective services, also apply.

(4) The services are exclusively targeted at consumers as described by § 13 of the German Civil Code (BGB). The use of the services for commercial or other commercial purposes is excluded. All persons who have reached the age of 18 at the time of registration are entitled to use. Minors are only entitled to use the services with the express consent of their legal representative(s).

(5) By registering, the user expressly insures his or her age of

majority or, in the case of minors, the presence of the legal representative's consent.

(6) The usage relationship begins with the acceptance of the terms of service. These are displayed on the first start of the product and must be accepted before the product can be used. It ends with the written termination of the user by email or by post, or by blocking or deleting the user account by the operator as well as by termination by the operator.

(7) By submitting the registration form, the user makes a binding offer to commence a service contract (also "application for opening a service account"). All data fields of the registration form must be filled completely and correctly.

(8) The contracts between the operator and the user specified in these general terms of service and business come with the acceptance of the application for the beginning of a service contract or the acceptance of the application for the beginning of a contract for the use of additional services by the operator. The acceptance may be made expressly or by the first service performance of the operator. The confirmation of access does not constitute a binding acceptance of the user request. However, the confirmation of access can be connected with the declaration of acceptance.

§ 2 Scope of Services

(1) The provider generally allows the user to take part in his products and services in their respective versions by providing them on the Internet. The user must ensure the technical prerequisites for participating in the services themselves.

(2) The user is not entitled to participate in the services of the operator. In particular, the operator reserves the right to refuse or restrict a registration for one or more services without justification.

(3) The operator does not warrant that the services meet the

requirements of the user. In particular, the operator can not guarantee the suitability of the services for the purposes pursued by the user.

(4) The user is advised that it is not possible for the user to access the services at all times, without interruption and in full. The operator, however, guarantees the availability of the games of 92% (Ninety-two percent) on the annual average. Exceptions are times during which the servers can not be reached over the internet due to technical or other problems that are not within the sphere of influence of the operator (force majeure, fault of third parties, etc.), as well as periods during which routine maintenance is performed on servers. The operator may restrict access to the services provided to ensure the security of the network operation, the maintenance of the network integrity, and in particular the avoidance of serious disturbances of the network, the software or stored data.

(5) The services are subject to constant development, adaptation and change. For this reason, the operator can adjust the content, visual, technical and otherwise of his services at any time. There is no claim by the user to comply with certain technical conditions or circumstances. The user receives only a right of use to the respective service in the respective current form in which it is provided.

The user is not entitled to continued maintenance of the services in the existing version by the provider.

The operator reserves the right to discontinue operation of the services at any time, without giving reasons. In this case, the user may, in accordance with §3 section (5) a) require that fees paid in advance (eg for premium currency) be credited to another service offered by the operator or the operator reimburses prepaid fees. Further claims of the user because of the setting of services are excluded.

(6) Hints, tips and advice on the expiry of the services provided by the operator and its employees, as well as their fulfillment and

execution aid, are always non-binding. The user is not entitled to compensation for any disadvantages that result from this.

(7) Unless explicitly stated in the service description of the services, the services provided by the operator are free of charge. The provisions of § 3 remain unaffected.

§ 3 Premium currency, Additional Services, Terms of Payment

(1) The operator provides the user with services, and if necessary, the possibility to purchase the service-independent premium currency for a fee. The name of the premium currency may be service-dependent. If there is no service-dependent name, the premium currency will be named 'Gold Cones'. The costs for acquiring the premium currency will be announced on the respective internet pages of the service. The acquisition requires an additional contract - independent of the service agreement (contract for the use of additional services). This takes place within the scope of a separate and clearly marked order process. The order process ends with the "Buy" button. By pressing this button, the user makes a legally binding declaration of intent, which obliges him to pay the respective fee at the conclusion of the contract.

(2) By means of premium currency, the user has the opportunity to book individual additional services compared to a normal account. The booking of certain additional services is not an independent contract, but only the unilateral right to determine the performance of the user within the scope of the contract referred to in §3 section (1). The exact description of the booked supplementary services and the number of the premium currency to be used for this purpose is provided separately on the website of the respective service and varies according to the service. The premium currency applies only to the service for which it was acquired and is not transferable in principle.

(3) In addition to these terms of service, the respective service descriptions apply as additional terms for the additional services. The

operator reserves the right to change the nature, scope and content of the additional services.

In particular, the operator reserves the right not to offer and / or to integrate free of charge additional services in the course of further development and adaptation of the services.

(4) There is no obligation to purchase premium currency. The additional services may be in one-time services or be limited in time. Time-limited additional services are canceled after the booked time has elapsed and can then be booked again if they are still offered by the operator.

(5) Depending on the service, premium currency may be earned by normal gameplay. The premium currency earned is equivalent to purchased premium currency.

(6) A reimbursement or a rate of change for a premium currency acquired once and for the use of additional services is not possible in principle. This does not apply if the contract for the use of additional services was effectively revoked according to the terms described in §4. This also does not apply if the services or the additional services booked by the user are altered, discontinued or offered free of charge by the operator during the contractually agreed period of use.

(a) In principle, it is not possible to exchange premium currency when a product or service is discontinued for a fee or comparable premium currency in another product or service offered by the provider. However, the provider reserves the right to offer such a service in special cases.

(b) If the user has already used premium currency for the use of additional services for a certain period in advance and can not use these additional services for reasons for which the operator is responsible (eg discontinuation of additional services, permanent unavailability of the additional services, inclusion and offering of additional services in the free services), the operator will primarily offer other additional services as a substitute or refund the paid amount in the premium currency to the user on a pro rata basis. The

right of the user to terminate an extraordinary contract for the use of additional services due to the non-usable additional services pursuant to § 8 section 4 shall remain unaffected. Further claims of the user are excluded.

(7) For the use of additional services, the operator is entitled to demand advance charges in the form of premium currency. Premiums for the acquisition of premium currency will be paid upon conclusion of the contract, that is, with the confirmation of the acquisition of the premium currency, immediately payable. The operator offers various payment methods. The user has no claim that the operator offers or maintains certain payment methods. The charges are collected according to the user's choice. The user is expressly advised that the payment service providers, who pay the fees depending on the chosen method of payment for the operator, credit only part of the charges they have collected at the user to the operator. In addition, it is explicitly mentioned that the payment service providers have their own terms of service and privacy policy agreements, which are accepted by user with the use of the respective payment method. For more detailed information, please refer to the payment service providers. Except in the case of an effective revocation, a claim of the user for repayment or reimbursement of charges is limited in principle to the net amount actually received by the payment provider. The amount retained by the payment service provider is not refunded by the operator.

(7) In the event of default, the operator is entitled to discontinue the additional services, as well as immediately block affected user accounts. The obligation of the user to pay the agreed fee remains unaffected. If the obligation is fulfilled the blocking of the affected account, it can be canceled and the additional service can be credited to the account proportionately.

(8) If the provider is affected by behavior for which the user is responsible, the user bears the costs resulting from this. In this case, the operator is entitled to collect these costs together with the original fee.

(9) With claims of the operator, the user can offset only with

undisputed or legally determined counterclaims. The user can only exercise a right of retention if his counterclaim is based on the same contractual relationship. The assignment of claims of the user against the operator to third parties is excluded.

§ 4 Rules of revocation regarding premium currency and additional services

Right of revocation:

You have the right to revoke this contract within a period of fourteen days without giving reasons. The withdrawal period is 14 days from the date of conclusion of the contract. To exercise your right of revocation, you must contact us

Pit Forest UG (haftungsbeschränkt)
Blumenstraße 21
96271 Grub am Forst

Telefon: +49 (0) 9560-921067
E-Mail: agb@pitforest.de

by means of a clear statement (eg a letter, fax or e-mail sent by mail) about your decision to revoke this contract..

You can use the enclosed sample revocation form, but this is not required.

Sample Revocation Form:

(If you want to revoke the contract, please fill out this form and return it.)

- To Pit Forest UG (haftungsbeschränkt), Blumenstraße 21, 96271 Grub am Forst; Fax: +49 (0) 9650-921067; E-mail: agb@pitforest.de
- I / we (*) hereby revoke the contract made by me / us (*) for the purchase of the following goods (*) / the provision of the following

service (*):

- Ordered on (*) / received on (*)
- name of the consumer (s)
- Address of the consumer (s)
- Signature of the consumer (s) (only in the case of a communication on paper)
- Date

(*) Cross out inappropriate

In order to stay within the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of Revocation

If you revoke this contract, we will pay you all the payments we have received from you, including the cost of delivery (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favorable standard delivery offered by us) within a period of fourteen days from the date on which the notice of revocation of this contract has been received by us. For such repayment, we will use the same means of payment that you have used in the original transaction, unless you have expressly agreed otherwise; In no case will you be charged for these repayment fees.

End of Rules of Revocation

Special notice: Early expiration of the right of revocation

The right of revocation expires prematurely if Pit Forest has commenced the execution of the contract after you have expressly

agreed that Pit Forest shall commence execution of the contract before expiry of the period of revocation and you have acknowledged your knowledge that you have been informed by your agreement that with the start of the execution of the contract you lose your right of revocation. In the case of a direct purchase of the premium currency and the purchase of additional services, the user shall be informed by the provider by means of an additional declaration that the revocation right within the meaning of this paragraph has lapsed.

§ 5 Deficiency claims

(1) The operator provides the user with access to the services and additional services in the current version. The user is not entitled to maintenance or provision of a certain condition / function range of the services and additional services. Since the services are primarily executed on the user's computer, the user is himself / herself responsible for obtaining the current version of the service. This is done by reloading the service. The user is informed by the service if a new version is available. The user is liable for errors in the service due to the non-performed reloading of the service, and not the operator.

(2) The user is aware that the software provided by the operator within the framework of the services - like any software - can never be completely error-free. The services are only considered to be deficient if their playability is seriously and permanently disrupted.

(3) For the user's own protection and in particular for reasons of security, the user is advised to address all complaints in writing or by e-mail to the operator.

(4) Any faults excluded from possible defects are, in principle, such faults caused by external influences (force majeure, etc.) which are not the responsibility of the operator or by user faults for which the user is responsible or by modifications or other manipulations not carried out by the operator.

(5) Guarantees in the law sense are not accepted by the operator, unless expressly agreed otherwise in writing.

§ 6 Liability

(1) Insofar as the operator provides services free of charge, he is by no means liable for damages other than grossly negligent or deliberate.

(2) Insofar as the operator requires a fee for services, he shall be liable in the case of intent and gross negligence without restriction.

(3) In the case of slight negligence, the operator is only liable in case of violation of essential contractual obligations. Significant contractual obligations, also called "cardinal obligations" within the meaning of the jurisprudence, are to be understood as those obligations which allow the proper execution of the contract and which the user may trust in the fulfillment of the contract. The liability for damages is limited to the foreseeable and contractual damage.

(4) However, the above exclusion of liability does not apply to liability in case of injury to life, body or health. They shall also not apply insofar as the damage is based on a breach of a guarantee. The liability of the operator under the Product Liability Act as well as within the scope of § 44 (a) TKG remains unaffected.

(5) The foregoing exclusion or limitation of liability shall also apply to the liability of the employees, agents and vicarious agents of the operator, in particular to the benefit of the shareholders, employees, representatives, organs and their members regarding their personal liability.

(6) The operator expressly dissociates himself from the contents of all pages of which direct or indirect references ("links") are offered by the operator. The operator accepts no liability for these contents and pages. The providers of the respective pages are responsible for the contents of these pages themselves. The operator checks the linked information in accordance with European Court of Justice guidelines.

The operator is not aware of violations of the contents of third parties against the law. In case of relevant notification, the links will be deleted immediately.

(7) A change of the burden of proof to the disadvantage of the user is not connected with the above regulations.

§ 7 Obligations of the user

(1) The user is obligated to keep his access data to respective services secret. A transfer to third parties is not permitted.

(3) The use of external scripts or programs to automate participation in the services (so-called bots) by the user is not permitted.

(4) The user is obligated not to take advantage of the use of the services by means of programming errors or gaps in the services (so-called bugs). Advantages already gained are to be released or compensated and can be canceled by the operator. The user has to keep actual or alleged bugs or irregularities secret and to notify the operator immediately.

(5) The user is obligated not to distribute any pictures, links, names, words or other expressions within the framework of the services with advertising, political, offensive, sexist, pornographic or other morally reprehensible or offensive, especially racist contents. Furthermore, the user is obligated not to use any legally protected terms, names or pictures. In case of doubt the user has to remove inappropriate content immediately, or the operator has the right to remove them itself.

(6) The user has to comply with the instructions of the operator and its employees as well as its fulfillment and execution aids. This also applies in particular to the instructions of the administrators and moderators of a forum that may be associated with the respective service.

(7) A culpable violation of the aforementioned obligations entitles the operator to immediately and at any time exclude the user from further

participation in the affected services and to block or delete the respective account of the user. A reimbursement or a conversion rate for one or more accounts at the time of deletion or blocking of the premium currency still valid or for already booked and still valid additional services is not effected.

§ 8 Termination

(1) The user is entitled to terminate his participation in individual, several or all services at any time without justification and without observing a deadline according to §1, section 6.

(2) The operator is entitled to terminate individual, several or all services at any time without observing a deadline if the service(s) are discontinued.

(3) If the user has booked additional services for a period of time using prepaid payment of premium currency, the right to terminate the contract is excluded for this period.

(4) The right of both parties to terminate the service contract or the contract for the use of supplementary service at any time for important reasons (extraordinary termination) shall remain unaffected.

(5) If the operator is responsible for the extraordinary termination of the service contract or the contract for the use of additional services, the user is pro-rata refunded the fees paid by him before the end of the lease period or an equivalent exchange based on the value of the premium currency. Further claims of the user are excluded, unless otherwise agreed in these terms of use.

(6) The operator is in particular - but not exclusively - entitled to terminate the contract with good cause if:

- the user falls into arrears with the payment of the charges with an amount of at least 5 euros and does not pay despite a twofold warning;

- the user culpably infringes the rules of the services and does not cease the infringement despite warning; A warning is not required if it is unreasonable to assume of the operator to continue the contract, for example in the case of particularly serious violations (several accounts per player, criminal acts, ...);

- the user has not used his account for four weeks and despite warning.

(7) If, on the website of the services, the possibility of termination by a specific function is not provided, any termination shall be in text form (e-mail). Extraordinary termination must always be given with reasons.

(8) For technical reasons, the final deletion of the user data and the account takes place with a delay of only a few days.

(9) In the event of a legitimate termination by the operator for important reasons, the user is not entitled to any reimbursement or exchange by value for the services or additional services affected by the termination.

§ 9 Written form

Supplementary agreements to these general terms of service as well as amendments, additions or cancellations of these conditions of use require the written form to be valid. This also applies to the amendment of the requirement for the written form. This shall not affect the validity of individual or explicit contractual agreements.

§ 10 Transfer of rights

The rights to content that a user creates in the framework of services remain with the respective user. With the creation or publication of that content, the user grants the operator only a simple, free of charge and revocable right of use to the content, in particular the right of public access.

§ 11 Severability clause, Miscellaneous

(1) Should individual provisions of these general terms of service be invalid, this shall not affect the validity of the remaining provisions.

(2) The law of the Federal Republic of Germany applies to these terms of service and all contracts concluded on the basis of these terms of service. The application of the UN purchase law on the purchase of movable property as well as the collision rules of German international private law are excluded.

(3) If the user relocates his place of residence or habitual residence from the Federal Republic of Germany after conclusion of the contract, the seat of the operator is the court of jurisdiction. This also applies if the place of residence or habitual residence of the consumer is not known at the time the action is brought.

(4) The operator reserves the right to change or supplement these terms of use at any time, as far as this is necessary (eg adjustments to the legal and legal situation, extension of the service spectrum of the operator, etc.) and the user is disadvantaged in good faith. Changes to these terms of service shall be notified to the user in an appropriate manner. The notification takes place within the framework of the services or by sending an e-mail to the e-mail address specified by the user. In any case, the user will be informed about the change the next time.

(5) The user may object to changes to the terms of service within one (1) month after notification and knowledge. The user is advised to send the objection in writing or by e-mail to the operator for reasons of security.

(6) If the user does not object to the changed terms of service within the period of one (1) month after the information has been given and the user has been informed, or if he still uses the services, the modified or supplementary conditions of use will be effective. If the user objects in time, both parties are entitled to terminate the contract with a notice period of one month, unless a right of termination exists at all according to § 8. Until the termination of the

contract, the original conditions of use shall continue to apply.

(7) Any charges for services rendered in advance over the period of completion shall be refunded to the user on a pro rata basis. Only the value of the premium currency deposited in the account of the user will be reimbursed. Further claims of the user are excluded.

(8) The operator will in particular make the user aware of the possibility of the opposition and the termination, the deadline and the legal consequences, in particular regarding a non-compliance, in the notification of the amendments.

(9) The user is always advised to keep himself informed about the state of the terms of service and the performance and usage descriptions of the services.

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