

## End User Licensing Agreement for KALYPSO Software

This End User Licensing Agreement ("**EULA**") defines the extent to which and the terms under which you are permitted to use the game software provided free of charge by Kalypso Media GmbH (hereinafter "**Kalypso**", "we" or "us"). Upon your expression of consent to this EULA, a licensing agreement becomes effective between you (hereinafter "you", or "end user") and us in respect of the elements of the game software protected by copyright or other statutory protection rights, including the software codes, game interface, any updates which might be provided by us, patches and extensions, in-game items (virtual assets) and instructions (hereinafter, the "**Game**" or the "**Game Software**"). All rights which are not expressly granted to you in this Agreement will remain with *Kalypso*.

If you do not agree with the conditions of this EULA, you may not install, activate or use the game. The use of the game requires a Kalypso user account ("*Kalypso Account*") to be created, on the basis of our [Terms of Use](#). During the registration of the *Kalypso Account* as well as the use of the game, we collect, store and process personal data. The data processing occurs exclusively on the basis of the consent granted by you as well as on the basis of statutory provisions governing permissions. You can find the content of the Declarations of Consent as well as comprehensive information on the type, extent and purpose of the data processing undertaken in connection with the game in our [Privacy Policy](#).

The use of the game is only permitted for adults or minors with the consent of their parents or legal guardians. Effective consent on the part of a parent or legal guardian may only be granted if the parent or legal guardian has had the opportunity to read this EULA as well as our Terms of Use and Privacy Policy.

### 1. Granting of rights

On the basis and according to the conditions of this EULA, we hereby grant you a personal, non-exclusive licence to install this game software and use it in accordance with our Terms of Use.

To this end, we grant you a non-transferable and non-exclusive right to install the game on your private computer, to access the game and to use it for non-commercial purposes. You are entitled to install the game on a number of computers and to make - solely for back-up and archiving purposes - copies of the game.

In addition to installing and playing the game software on your hardware this EULA are also applicable to the production of "**Let's Play Videos**", containing picture and sounds of the game software and uploaded in social media channels such as Twitch.tv und [Youtube.com](#). Soundtracks are solely allowed in „Let's Play Videos“. We ask you kindly to add the following information to your video description:

- Please add the steam store link of the respective game to the description
- Please add the following to the description:

„Join the Kalypso Community!

- [Facebook](#)
- [Youtube](#)
- [Twitter USA](#)
- [Twitter UK](#)

Have fun playing the game!“

If you use also copyright protected works such as musics and soundtracks you have also to name the author of this works such as artist or componist. The use of this works is on your own risk. Please contact our support for further consideration.

## **2. Unauthorised use**

You are expressly prohibited from the following:

- a) removing or altering copyright notices or symbols on or in a copy of the game;
- b) copying, reproducing, renting, lending, leasing or sublicensing the game. Further distribution is only permitted within the strict limits set by the case law on the exhaustion of copyright in software;
- c) deactivating or circumventing any security measures designed to prevent unauthorised use of the game, such as digital rights management, proprietary notices or designations which are intended to appear within the game;
- d) modifying, adapting, translating, reverse engineering, decompiling or disassembling the game unless you are expressly permitted to do so by law (e.g. Sec. 69 e German Copyright Act);
- e) using, in the game or in connection with the game, cheats, bots or any other unauthorised software or technology from a third party which have been designed to modify the game or otherwise interfere in the intended course of the game;
- f) using the game or parts thereof for commercial purposes, in particular
  - (a) offering third parties, for commercial ends, the opportunity to play the game (e.g. in a cyber cafe, computer gaming centre or other location)
  - (b) providing third parties, in return for payment, services related to the game and/or offering third parties, in return for payment, game features, player skills, game achievements etc. (e.g. power leveling, gold-farming, etc.)
- g) using the game in a manner which does not comply with applicable laws.

### 3. Anti-Cheat Measures

When you play online we monitor the gameplay through so called "anti-cheat software" to establish whether users are using cheating software or are interfering with the gameplay intended by the game in any other unauthorised way ("cheating"). This anti-cheat software is installed together with the game on your end device.

Whenever you connect to our game online, the anti-cheat software checks the course of your game, the game files and, in the operation of the working memory (RAM) of your hardware, to identify unauthorised third party programs running simultaneously with your game and modifications to game files which facilitate or support cheating. "Non-authorised third party programs" in this sense means, for example, "add-ons", "mods", "hacks", "trainers", or other "cheats" which enable you to interfere with the gameplay stipulated by the game, or to modify this.

In the event that the anti-cheat software discovers the use of an unauthorised third party program, or any other prohibited interference in the gameplay of the game, the game will automatically end and we will receive the information that a respective violation has occurred via your user account, specifying the date, time and classification of the violation. The anti-cheat software will be deactivated when you end the connection to the game server.

### 4. User generated content

Some game elements will, where necessary, offer you the option to create your own content and make it available to other users ("User Generated Content"). By creating User Generated Content within the game, you grant *Kalypso* and its associated companies the exclusive right, royalty-free and in perpetuity, to use your User Generated Content in connection with the game, in particular the right to reproduce, distribute, broadcast, make it available to the public and to otherwise communicate it to the public, provided this occurs on the basis of our Terms of Use and Privacy Policy, with a direct connection to *KALYPSO Software*. *Kalypso* is authorised to edit your content to the extent as may be required, for example, for technical reasons.

You hereby declare and warrant that your User Generated Content does not violate any statutory prohibitions or infringe any rights of third parties. *Kalypso* is not obligated to use your User Generated Content and is entitled to restrict or remove your User Generated Content upon discovery of a violation of the aforementioned declaration.

Should you be of the opinion that User Generated Content of other users infringes your rights or the rights of third parties, you may notify our support thereof accordingly.

### 5. Patches, updates and changes

You have no right to the use of a specific version or a specific software status of the game on the basis of this EULA. We reserve the right to supply patches or updates to the game at any time, for example to effect improvements, to remedy software bugs or other problems, to balance out the game or to add, remove, or modify functions. The EULA does not establish any right to have such changes made nor any right to the unchanged continued existence of the original game.

## **6. Licence Term and Termination**

The licence commences as soon as you accept this EULA and ends

- when you delete the software or
- when *Kalypso* stops the operation or the support of the game software, whereby *Kalypso* will notify you of this in a timely manner and will adequately take into account your interests; or
- when *Kalypso* contractually terminates this licence on the basis of this EULA or our Terms of Use.

Without prejudice to any additional rights of termination as stipulated in our Terms of Use, we are entitled to terminate this EULA with immediate effect if the end user uses the game in violation of a provision of this EULA or beyond the scope stipulated in this EULA and such use is not stopped within a reasonable time period upon the request of *Kalypso*. The right to termination without notice for cause remains unaffected thereby.

You may, at any time, demand the deletion of your account and your data. Details on the deletion of your personal details can be found in our [Privacy Policy](#).

Once this EULA has ended, you may not use the game any longer and must destroy or delete any and all copies of the game in your possession or located on your data storage media.

## **7. Limited Scope of services**

As software is, by its nature, complex, we do not guarantee that the game will meet your expectations and will be available with no limitations in all circumstances and without interruptions. You also generally have no right to the continued availability of specific functions as the game is the subject of ongoing further developments.

## **8. Limitation of liability**

Our liability in relation to the game is, except in cases of injury to body, life, or health, limited to cases of intent and gross negligence. Moreover we shall only be liable for the culpable infringement of essential contractual obligations ("principal obligations") whose fulfilment is essential for the fulfilment of the

contract and on whose fulfilment you are entitled to rely. Liability in the event of simple negligent infringement of such an essential contractual obligation is limited to typical damage that was foreseeable for us at the time of conclusion of this EULA in light of the prevailing circumstances.

Liability on the grounds of the German Product Liability Act (Produkthaftungsgesetz) or guarantees undertaken by us remain unaffected by this.

## **9. Virtual currency**

You have the option to purchase *virtual currency* for some *Kalypso* Services which you may use within the game to unlock certain functions, achievements or upgrades e.g. in the form of virtual goods ("In-Game Items"), boosts and features (hereinafter "Virtual Goods"). The purchase of Virtual Goods grants you a non-transferable and non-sub-licensable right, tied to your Kalypso Account, to use the corresponding function or service, as was offered or described to you in the game. Virtual goods may, depending on their description, be time limited or be bound by a limited number of uses. For more detailed information on the purchase of *virtual currency* and *Virtual Goods*, please see our [Terms of Use](#).

## **10. Arbitration and consumer dispute resolution**

Your concerns in relation to this EULA or the game can be resolved via our support. We trust that we will be able to resolve conflicts with the user amicably. We will therefore not participate in consumer arbitration before a consumer arbitration body as per the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz, VSBG) or the Online Dispute Resolution Regulation (ODR Regulation).

Information on online dispute resolution as per Art. 14 (1) ODR Regulation:

The EU Commission has provided an internet platform for the online resolution of disputes ("ODR platform"). The ODR platform can be used as a contact point for the extrajudicial resolution of disputes arising from online purchase contracts or service contracts. The ODR platform can be found at the internet address <http://ec.europa.eu/consumers/odr>.

## **11. Updating these terms**

We may update this EULA for genuine reasons, in particular as a reaction to new technical developments, changes to case law, the legal situation or other equivalent reasons. We will notify you clearly and distinctly of any such changes and their precise content at least four weeks in advance of their coming into effect. By continuing to use the game after the changes come into effect, you declare that you agree to the changes and are legally bound by them.

## 12. Applicable law

This EULA as well as all non-tortious disputes in relation to the software are governed by German law. Mandatory consumer protection regulations of the jurisdiction in which the customer has his/her permanent residence will remain unaffected by this choice of law.

## 13. Contact

If you have any questions or would like to give us feedback regarding this EULA, please contact us at:

Kalypso Games Group GmbH  
Wilhelm-Leuschner-Strasse 11-13  
67547 Worms  
Germany

@: [support@kalypsomedia.com](mailto:support@kalypsomedia.com)

## KALYPSO Privacy Policy & Text of the Declarations of Consent

Version: 1.0

Valid as of: January 1, 2018

It is important to us that you always know what information we obtain about you in the scope of the use of the *KALYPSO* services and what this information is used for. In the Privacy Policy below, we therefore aim to keep you fully informed as to the type, extent and purpose of the collection, storage, use and processing of personal data on our websites, mobile platforms and online products and/or services, including PC, online and mobile games (hereinafter: "**KALYPSO Services**").

Personal data is all information relating to a specific or an identifiable natural person. A person is identified when the identity of a specific person can be deduced from the information itself. A person is identifiable when we can make a connection to a specific person using additional information available to us.

This Privacy Policy does not apply to data which becomes known to us as part of job applications or in any other manner outside the use of the *KALYPSO* Services. This Privacy Policy also does not apply to the websites and services of other providers, which any of our websites or any of our services might link to. We recommend that you read the privacy policy of every other service provider you make use of, in particular before you make your personal data available to them.

Provider of the *KALYPSO* Services and the responsible body within the meaning of data protection law is Kalypso Media Group GmbH, Wilhelm-Leuschner-Strasse 11-13, 67547 Worms, Germany, Tel.: +49 6241

5061900, @: [support@kalypsomedia.com](mailto:support@kalypsomedia.com) (hereinafter: "we" / "us").

You can access this information at any time on our websites.

## OVERVIEW

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### B Text of the declarations of consent

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## A Information on data processing by KALYPSO

### 1. Basic user data

*a) What basic user data is collected and stored?*

#### KALYPSO Account

The use of some of the *KALYPSO* Services requires you to register a user account (hereinafter: "*KALYPSO* Account"). During the registration process, you will be asked to give us several pieces of information, in particular:

- Email address
- Username (pseudonym)
- Password
- Confirmation that you are older than 16

When registering a *KALYPSO* Account you should choose a username which does not allow conclusions to be drawn about your person as other users can use your username to see the information contained

in your player profile as well as your game statistics.

Should you also wish to take advantage of the option to purchase virtual goods and services in our webstore, further information will generally have to be provided in the course of the payment process to the chosen payment service provider, in particular

- First name and surname
- Home address
- Date of birth
- Gender
- Country

At no given time will we store sensible personal data like credit card information or any other sensible payment information on the website or in your user account. The payment is always made immediately and directly through the respective payment provider ("PayPal", "Amazon Payment" or "Micropayment").

#### Further voluntary information

In the course of using the KALYPSO Services, the user may voluntarily add further information at a later time to their *KALYPSO* Account, for example when setting up a profile for internal user forums or player profile. This information could include the name, birthday, contact details, gender, pictures, personal preferences, personal relationships and other details relating to the person of the user. These can be edited by the user at any time. The data stored in relation to the forum or gamer profile is, where applicable, also visible to other registered users of the *KALYPSO* Services. They form the own outward presentation of the user within the forum or the profile pages and can, in addition, be used by us for statistical purposes in order to improve user-friendliness and to personalise our services as well as to display advertising based on your interests.

#### Contact form

We provide users with the possibility of sending us support requests. In connection with such support requests, we may ask for certain information, including, but not limited to, information which helps us to allocate the requests, processing the requests and/or resolve underlying technical problems. That information may then be stored for the above purposes and allocated to the corresponding *KALYPSO* Account (if stated) until such time as permission to use that information is revoked:

- First name, Surname
- User ID/Username
- Password



- More detailed information on the relevant KALYPSO Service and on the problem which has arisen
- Email address
- Security question and answer (for identity verification)
- Payment details for any refunds which may be due

*b) For what purposes do we collect, process and use basic user data?*

We use the data you provide during registration in order to open an individual KALYPSO Account for you to enable you to use the KALYPSO Services, to satisfy your requests, to fulfil your orders and to send you confirmation of purchases and other account and use related information. In addition to that, we use the data for statistical purposes in order to improve user friendliness and to promote the service. Where necessary, we also use the information related to your KALYPSO Account to tailor the advertisements displayed within our services to your specific interests by assigning you to certain interest groups on the basis of this information. We use the information related to your KALYPSO Account for the following purposes in particular:

- to offer customer service and to process user requests;
- to keep you informed about games and/or particular game-specific events (e.g. competitions);
- to subscribe you to newsletters, including newsletter advertising, insofar as you have given us your prior express consent;
- to analyse the performance of our services, in order to ensure the proper operation of our services and to identify and remedy software errors and security risks as well as to improve our services according to our users' requirements;
- to offer adverts and advertising communications which are tailored to your interests;
- to offer software updates and dynamic content;
- to contact you in connection with the provision of our services;
- to enforce our Terms of Use;
- to prevent fraud;
- to enable you to create a personal profile;
- to enable your (personalised) use of our website and services including enquiries and requests regarding product and customer service, advertising and log-in;

*c) How long is basic user data stored?*

The data will generally be stored to the KALYPSO Account until the account is deleted. Where the use is

subject to declarations of consent, it will continue until receipt of a notification of revocation. Please note that we may be obligated, on the basis of statutory obligations, in particular provisions relating to tax law and commercial regulations, to archive the relevant personal data even beyond the effective date of your revocation. The data will be deleted after the relevant statutory time period.

## **2. Usage data**

In addition to the information you actively provide us with, we automatically collect a range of data as users use our websites and other *KALYPSO* Services, in particular on the manner and extent of the use of our services, which requires no action on the part of the user.

### *a) What data is automatically collected?*

Automatically collected data includes data, which is not directly related to your person, such as the IP address allocated to you at the time of access (in anonymised form), the duration of the access, the pages displayed and other data automatically conveyed by your PC, e.g. in the form of log files with information, in particular, on the hardware you are using, your operating system, browser information, language settings, your screen resolution and your internet service provider.

In the course of the use of our *KALYPSO* Services we also collect a range of service related data, e.g. on the functions of a service used by you, game statistics, number of points and achievements attained, user rankings and the time which you spend on our games as well as the pages and links which you visit in the course of using our services. This information will be stored and allocated to your *KALYPSO* Account and used for the statistical evaluation of your use (see below).

### *b) For what purposes do we collect, process and use usage data?*

We use your data to facilitate your use of our services, to correct technical problems, to ensure the continuous functioning of our products and services and to improve and further develop these according to the needs of our users. We use the automatically collected usage data, which is stored without being linked to your *KALYPSO* Account, for the following purposes:

- to assess the success of marketing measures, in particular conversion rates for advertisements and newsletters;
- to enable you to link our services to your public profiles on social networks or other third party services;
- to fulfil your orders and to send you an order confirmation;
- to authenticate your software and verify your rights of use;
- to ascertain your approximate location in order to offer country and language specific services and functions as well as statistical evaluations on the use of our services.

- to tailor the advertisements displayed within our services to your specific interests by assigning you to certain interest groups on the basis of this information.

In addition, your game statistics aid the evaluation of your skill level and the creation of a ranking in relation to other users. Insofar as you participate in tournaments or other online game events, the statistical data generated by your participation (such as, for example, your results, placings and successes) will be visible, under your username, to other users of our services. We use this information for the creation and publication of rankings and comparison lists to highlight the competitive nature, which is an essential factor of our Services.

*c) In what way is data automatically collected?*

For the automated collection of usage data, we use technologies such as cookies, in order to collect passive usage data from our website without your active input. These include, in particular:

*(a) Cookies*

Cookies are small text files which are stored on your computer, or other end device, when you use our services. Usage data can be stored in these cookies, in order to record your preferences, log-in details and settings for future visits, to identify illegal usage of our services or to personalise the advertisements displayed within our services, or on the websites of other providers, to the respective user. Where necessary, cookies will be used to create links to information regarding purchases you make, pages you visit or games you play. This information will be used, for example, to track your shopping basket and ensure that you are not repeatedly shown the same advertising. Moreover, we use cookies to offer you content and advertisements that are tailored to your interests and to record your usage of the website or other KALYPSO Services for statistical purposes.

In addition to the cookies we set during the use of our service, additional cookies may be set, where applicable, by third party providers when you visit our website. This occurs because we have commissioned third parties to collect information for us, for example for statistical usage analysis (e.g. as part of the use of Google Analytics); it also occurs because our sites contain content or advertisements of third parties. Where required, your browser connects for the purpose of accessing such third party content, directly with the servers of the third party providers, thus enabling those providers to place their own cookies on your end device.

Most browsers are automatically set to accept cookies when visiting a website. You can deactivate cookies or set your browser to display a warning as soon as cookies are sent. However, when cookies are deactivated some sections of our websites will not function properly. You can set your web browser to warn you when there is an attempt to place cookies on your computer or to limit the range of cookies permitted by you.

Under certain circumstances, we also use flash cookies on our sites, also known as "local shared objects", which use Adobe technology. Flash cookies are small files which are similar to the browser

cookies described above and are used to store website settings to enable the personalised appearance of the site. Like normal cookies, flash cookies appear on your PC as small files. You can adapt your settings under the point "Global Storage Settings" on the Adobe website. For further information on the Flash Player security and data protection, visit the Adobe website at [www.adobe.com](http://www.adobe.com) and the Macromedia website at [http://www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html).

Please note that if you deactivate cookies you might not be able to use some of the features and functions for the use of our services which require cookies. The cookies set by us have a maximum life span of 6 months.

#### *(b) Internet log files*

Where necessary we also store internet log files which your PC automatically transmits to our webserver. These log files typically contain information about your computer or your end device, in particular browser type/version, operating system used, URL of the linking websites and date and time of the access.

#### *(c) Analytical metric tool and other technologies*

KALYPSO uses an own analytical metric tool and third party analytics technologies (see more detailed information below), to collect data when you play our games. These tools and technologies collect information about your computer, browser, your operating system, your use of features and pages, any application software used and information about the manner and extent of use of our games, including game metrics and statistics and your purchasing behaviour.

#### Google Analytics

We sometimes use Google Analytics on our websites, a web analytics tool from Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google"). Google Analytics uses "cookies" which are stored on your PC and which enable an analysis of your use of the website. The information obtained by the cookies about your use of this website will generally be transmitted to a server in the USA and stored there. We use Google Analytics on our websites, however, with an IP anonymisation tool, with which your IP address, when collected by Google Analytics, will, in member states of the European Union or in other states which are party to the Agreement on the European Economic Area, be masked beforehand and thus will be exclusively transmitted by Google in anonymised form. Google uses the collected information to statistically evaluate your use of our website for us, to create reports on website activities and to provide further services related to the website and the internet usage for us. The IP address transmitted by your browser in the scope of Google Analytics will not be combined with other data from Google.

You can deactivate the Google Analytics function with a browser add-on, which you can download at <https://tools.google.com/dlpage/gaoptout>. To do this you must install that browser add-on. This will prevent the analysis information from being sent to Google.

#### *(d) Clear GIFs and tracking pixels*

Clear GIFs (also known as web bugs, beacons, tracking pixels or tags) are small graphic images which are placed on a website, a web based document or in an email message. Clear GIFs are invisible to users as they are normally very small (only 1 x 1 pixel) and have the same colour as the background of the website, document or email message. We use Clear GIFs to collect statistical usage data about our websites, functions or other elements of a website. Clear GIFs also enable us to determine, for example, whether users come to our website via an advertisement placed by us and whether they register there or use a specific service. We also might use Clear GIFs in our advertising emails or in newsletters to determine whether you open these and whether you open the links therein. We use the data collected in this way for statistical purposes in order to analyse and improve our advertising campaigns and other customer communications. Where necessary, we also use this information to tailor the advertisements displayed within our Services to your specific interests by assigning you to certain interest groups on the basis of this information.

#### *d) How long is basic user data stored?*

Unless we have additional consent or we are statutorily or contractually obligated to retain data, we will only store your data as long as your account is active or as long as is necessary to provide you with our services and to achieve the corresponding purpose.

### **3. Anti-cheat and fraud prevention technology**

When you play online we monitor the gameplay through so called "anti-cheating software" to establish whether the user is using cheating software or is interfering with the gameplay intended by the game in any other unauthorised way ("cheating"). This anti-cheating software is installed together with the game on your end device.

Whenever you connect to our game online, the anti-cheating software checks the course of your game, the game files, and the working memory (RAM) of your hardware (when operating) to identify unauthorised third party programs running simultaneously with your game and modifications to game files which facilitate or support cheating. "Non-authorised third party programs" in this context means, for example, "add-ons", "mods", "hacks", "trainers", or other "cheats" which enable you to interfere with or modify the gameplay intended by the game.

In the event that the anti-cheating software discovers the use of an unauthorised third party program, or any other prohibited interference in the gameplay of the game, the game will automatically end and we will receive the information that a respective violation has occurred on your *KALYPSO* Account. This notification will include information on the date, time and classification of the violation. The anti-cheating software will be deactivated when you end the connection to the game server.

#### **4. Disclosure of data to third parties**

Generally, we do not pass on any personal user data to third parties without your express prior consent. In certain circumstances, you have the option of sharing information with others yourself as part of the *KALYPSO* Services, e.g. if you give out personal information in a publically accessible player or forum profile.

In order to provide some of the *KALYPSO* Services we work with service providers (e.g. payment service providers, hosting providers) who may, in the course of providing the respective service, process personal data on our instruction and on the basis of a commissioned data processing agreement.

Otherwise, your data will only be passed on in special exceptional cases, where we are obligated or entitled to do so by statute or upon binding order from a public authority.

#### **5. Where is the data stored?**

We store and process data collected in relation to the use of *KALYPSO* Services, exclusively on servers located inside the European Union.

#### **6. How do we protect your personal data?**

We undertake appropriate efforts to protect your personal data and to ensure the security of our systems using the relevant latest technology. To this end, we use, among other things, state of the art encryption methods. At the same time, it should be noted that no type of transmission via the internet or method of electronic data storage is 100% secure. We can therefore offer no guarantee against unauthorised access to our servers and systems.

#### **7. Social plugins**

We use a variety of plugins for social media platforms on our website for the below companies:

*Twitter:*

Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103, USA  
data protection information: <https://twitter.com/privacy?lang=de>

*Facebook:*

Facebook, Inc., 1601 Willow Road, Menlo Park, California 94025, USA  
data protection information: <https://de-de.facebook.com/policy.php>

*Steam:*

Valve Corp., Inc., NE 4th Street, Bellevue, Washington 98004, USA

data protection information: [http://store.steampowered.com/privacy\\_agreement/](http://store.steampowered.com/privacy_agreement/)

*Twitch:*

Twitch Interactive, Inc. 225 Bush Street, 9th Floor, San Francisco, California 94104, USA

data protection information: <https://www.twitch.tv/p/privacy-policy>

Embedded on our website are various Facebook links. This web presence is operated exclusively by Facebook Inc., 1601 S California Ave, Palo Alto, CA 94304, USA (Facebook).

Within the scope of our web presence, these links are identified by the Facebook logo or by the phrase 'Like'. You may find an overview on different Facebook plugins and their appearance on <https://developers.facebook.com/docs/plugins>

Should a user click one of these links, then the Facebook plugins are activated and establish a direct connection via the user's browser to a Facebook server.

Provided that the user clicks one of the aforementioned links while visiting our website, and is logged into their personal Facebook account, the information will be forwarded to Facebook that the user has visited our website. Facebook can associate your visit to the website to your account.

This data is transferred to and saved by Facebook. To prevent this, the user must log out of their account before clicking the link. The functions embedded in the links by Facebook, especially the transfer of data and user information, are not activated by visiting our website, but rather by clicking the corresponding links.

The purpose and scope of data collection via Facebook, the processing and use of such data, as well as your rights thereof and personal settings regarding privacy protection can be found in the Facebook privacy settings section (<https://www.facebook.com/privacy/explanation>).

For further questions pertaining to the collection, processing or use of individual user data and, regarding the disclosure, correction, blocking or deleting of data, please contact our data protection supervisors or go to <https://www.facebook.com/policy.php>

## **8. Content posted by the user in public forums, blogs, chats and profiles**

When using the **KALYPSO** Services, from time to time you will be given the option to publish information relating to your person in our online chats, blogs, walls or in user profiles visible to the public or in similar forums on our websites and/or as part of our services. Any Information you disclose in one of these forums is non-encrypted, public information which can be seen by other users of the relevant service and, if published on a website, also by any third parties. In this respect, you cannot expect the protection or confidential treatment of this information. You should note that all information, shared by you in the scope of these public activities, which enables the identification of your person, can be read, recorded, used and processed by other users in order to send you messages. We accept no

responsibility for the information made public by you in these forums which can be used by other users to identify your person. Please also note that in the scope of normal internet activities, in certain circumstances, specific technical information is sent to third parties from your browser, such as advertising networks or analytics companies.

We have no control over the information sent to such networks or third parties by your browser and recommend that you ensure that your browser settings prevent the disclosure of information which you do not wish to share. If you wish to make a video, image or photo publicly available in one of our websites you should note that these could potentially be processed, collected, copied and/or used by other users without your consent.

We assume no responsibility for the videos, images or photos made public by you of your own volition within any *KALYPSO* Services.

## **9. Use of *KALYPSO* Services by minors**

Many *KALYPSO* Services are intended for a wide range of ages in their user base. We do not intentionally collect personal data of minors. To the extent we request information on age for the use of our services and a user identifies themselves as under the age of 16, we will either collect no data from this user or ensure that we have the consent of their parents for the collection, use, processing and disclosure of the personal data of the child.

Please note as a parent or legal guardian that in consenting for your child to use *KALYPSO* Services this can also include access to internal communication services and forums, in which posts by your child may be available to a wide public and through which your child may potentially communicate with users of all ages and give out personal details to these users.

Parents can change or revoke the consent granted and, with an email to the address above, view, edit or apply for the removal/deletion of the personal data of their child.

In the event of a change to this Privacy and Cookies Policy with the effect that the collection, use, processing or disclosure of the personal data of the child, for which consent was granted, is expanded we shall notify the relevant parent.

We would encourage you to talk with your child about communication with strangers and giving out personal information online. We will in no way make the participation of a child in an activity - such as a tournament - dependent on giving us more personal data than would reasonably be seen as necessary for participation.

## **10. User rights**

At your request we will provide you at any time with information on the data on your person stored by



us. You can, at any time, correct, update, block or delete the data given to us or request that we correct, update, block or delete your data. Please note that accounts or data, once deleted, cannot be restored. When you delete your *KALYPSO* Account we delete all the stored data on your person which we do not have to retain for statutory or contractual reasons. Retained data will only be stored for the relevant purpose and will be deleted after the reason for its retention ceases to exist.

Insofar as we are not able to meet your request to delete data, as the data may or must be retained for a statutorily permitted purpose, you have the right to demand your data be blocked for other purposes.

Insofar as you have granted us express consent to use your data, you can at any time revoke this, effective from that point forward, for example by cancelling your *KALYPSO* Account and ceasing to use the *KALYPSO* Services.

To assert your rights or for questions on the topic of data protection you can contact us at any time by post at Kalypso Media Group GmbH, Wilhelm-Leuschner-Strasse 11-13, 67547 Worms, Germany or by email at [support@kalypsomedia.com](mailto:support@kalypsomedia.com). We will be happy to help you.

## **B Text of the declarations of consent**

During the registration process for our *KALYPSO* Services or during their use you have, where applicable, granted us your express consent to use your data. You can download the content of this consent for yourself at any time.

You can revoke consent you have granted at any time, effective from that point forward, by deleting your account or sending a notification of revocation to us by post or by email. We hereby note that we may be obligated, on the basis of statutory obligations, in particular provisions relating to tax law and commercial regulations, to archive the relevant personal data even beyond the time the revocation takes effect. The data will be deleted after the relevant statutory time period.

Please note that if you do not consent to the use of your data or revoke your consent, you may not be able to use the *KALYPSO* Services or may only be able to use them to a limited extent.

### **1. Registering a *KALYPSO* Account**

During your *KALYPSO* Account registration, you have also agreed, by activating the relevant check box, to the processing of your personal data to the extent set out below:

We may store the information provided by you in the course of the registration process (email address, username, password) until the revocation of your *KALYPSO* Account and use this for the identification of your person during log-in and for communication when providing our services. In addition to that, we use the data for statistical purposes in order to improve user friendliness and to promote the service. We may also use your email address to inform you about current events in relation to our services such as discount promotions, new developments, other services, events and competitions offered by us.

We can store further information and content (e.g. real name, home address, birthday, telephone number, gender, hobbies) which you voluntarily disclose when creating a player profile or a forum profile in the scope of the *KALYPSO* Service, to your *KALYPSO* Account and use that further information to the same extent as your original registration details. Where necessary, we also use the information saved in relation to your *KALYPSO* Account to tailor the advertisements displayed within our *KALYPSO* Services to your specific interests by assigning you to certain interest groups on the basis of this information. All data which you disclose in your public player profile **or a public forum profile can also be seen by other registered users.**

When you use our game we automatically collect a range of usage data, without your active input, on the game results and number of points, usage times and, where applicable, particular achievements attained via your account. This data is used for the creation of statistics and rankings as well as the outward presentation of your *KALYPSO* Account. We store these game statistics to your *KALYPSO* Account. Your game statistics together with your username are also visible online through your public player profile to other registered users and, in the form of rankings, where applicable, also to non-registered third parties.

Insofar as you use the additional paid extras within our services, you may have to disclose further details to the payment service provider during the purchasing process (first name and surname, home address, date of birth, telephone number and, if applicable, payment details, gender). We merely receive information on the payment made and the method of payment as well as, in accordance with the privacy policy of the relevant payment service provider, the option of receiving, where necessary (e.g. in the event of legal disputes) your name and contact details as well as more detailed information on the transaction. We can link the transaction data passed on by the payment service provider with the data already stored in relation to your *KALYPSO* Account. We also collect and store information on transactions conducted by you for tax law reasons as well as to be able to offer you adequate customer support and to uncover cases of abuse.

Finally, we also use technologies and tools which automatically collect data on your use of our *KALYPSO* Services and on the use of advertisements we place on third party sites and newsletters (so-called conversion tracking). This also includes data automatically transmitted by your browser, such as your IP address, the length of time of access, the pages displayed and information on the hardware used by you, your operating system, browser information, your screen resolution and your internet service provider. This data will be collected by us and statistically evaluated in pseudonymised form, in order to analyse the use of our *KALYPSO* Services and thus improve the Service, adapt it to your requirements and detect security risks. Where necessary, we also use this information to tailor the advertisements displayed within our services to your specific interests by assigning you to certain interest groups on the basis of this information.

## **2. Newsletter subscription**

When signing up to our newsletter, you have agreed, by activating the relevant check box, to the processing of your personal data to the extent set out below:

You agree that we, as part of our email newsletter, may regularly send you information on our products and services offers in the area of games and special promotions and events in connection with our services. You can, at any time, revoke your consent.