

Wooga Terms of Service

Last Updated: 4-November-2024

These Terms of Service (“**Terms**”) apply to your access to and use of (i) the games we provide (the “**Games**”), (ii) the web pages, websites, and social media pages made available by Wooga in connection with the Games (the “**Sites**”), (iii) the software made available by Wooga in connection with the Games (the “**Apps**”), and (iv) the online services, programs, and offers accessible through the Games, Sites, and Apps (collectively with the Games, Sites, and Apps, the “**Services**”). When we say “**Wooga**”, “**we**”, “**our**,” or “**us**” we are referring to Wooga GmbH, Saarbrücker Str. 38, 10405 Berlin, Germany.

IF YOU DO NOT HAVE YOUR COUNTRY OF RESIDENCE IN THE EUROPEAN ECONOMIC AREA: BY AGREEING TO THESE TERMS, YOU AND WOOGA AGREE TO RESOLVE MOST DISPUTES SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. IF YOU DO NOT WISH TO ARBITRATE DISPUTES WITH WOOGA, YOU MAY OPT OUT OF ARBITRATION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 18(c) OR OTHERWISE ONE OF THE EXCEPTIONS IN SECTION 18(h) MAY APPLY.

EVERYTHING CONTAINED WITHIN THESE TERMS IS IMPORTANT AND SHOULD BE READ BY YOU, BUT WE WOULD LIKE TO DRAW YOUR ATTENTION IN PARTICULAR TO THE PROVISIONS IN BOLD AND THE IMPORTANT TERMS THAT THEY CONTAIN, WHICH HAVE THE POTENTIAL TO AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

CHOOSING NOT TO ENFORCE CERTAIN PROVISIONS, RIGHTS, OR REMEDIES IN SOME INSTANCES DOES NOT MEAN THAT WE WAIVE OUR RIGHT TO ENFORCE THESE TERMS IN OTHER INSTANCES.

CERTAIN PROVISIONS OF THESE TERMS WILL ONLY APPLY TO YOU WHERE YOUR COUNTRY OF RESIDENCE CORRESPONDS WITH THE RELEVANT INSTRUCTIONS OF THAT SECTION. FOR THE PURPOSES OF THESE TERMS, “COUNTRY OF RESIDENCE” MEANS THE COUNTRY IN WHICH YOU HOLD LEGAL PERMANENT RESIDENCE, AS WELL AS ANY COUNTRY FROM WHICH YOU REGULARLY ACCESS AND USE THE SERVICES. IF MORE THAN ONE COUNTRY MEETS THAT DEFINITION FOR YOU, THEN YOUR COUNTRY OF LEGAL PERMANENT RESIDENCE WILL BE YOUR COUNTRY OF RESIDENCE, AND IF YOU HAVE MORE THAN ONE COUNTRY OF LEGAL PERMANENT RESIDENCE, IT WILL BE THE COUNTRY WITH WHICH YOU ARE MOST CLOSELY ASSOCIATED BY PERMANENT OR MOST FREQUENT RESIDENCE.

THE GAMES DO NOT OFFER REAL MONEY GAMBLING OR AN OPPORTUNITY TO WIN REAL MONEY OR REAL-WORLD PRIZES. NO ACTUAL MONEY OR ANYTHING OF MONEY'S WORTH CAN BE WON

PLAYING THE GAMES, AND NO ACTUAL MONEY IS REQUIRED TO PLAY, EVEN THOUGH THE GAMES MAY OFFER THE OPPORTUNITY TO PURCHASE VIRTUAL ITEMS AS DESCRIBED IN SECTION 7.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR SERVICES.

I Supplemental and Updated Terms

- (a) **Supplemental Terms.** We may indicate that different or additional terms, conditions, guidelines, policies, or rules (including any game rules which may apply to individual Games) apply to some of our Services (“**Supplemental Terms**”). The Supplemental Terms include the [Promotion Rules](#) and the [Infraction Terms](#). If Supplemental Terms apply to the Services you are using, you are required to read them, and they will become part of your agreement with us. The Supplemental Terms will take precedence over any conflicting or inconsistent provisions in these Terms of Service.
- (b) **Updated Terms.** We may make changes with effect to the future to these Terms, including any Supplemental Terms, if there is a valid reason for the amendment and insofar as the changes are reasonable taking into account the interests of both parties. A valid reason exists, in particular, if the changes are necessary due to a significant and unforeseeable disruption to the contractual balance at the time the contract was concluded, or if they are necessary for continuing the performance of the contract due to changes in case law or legislation. This Section does not cover any changes or modifications to a main performance obligation. The “Last Updated” date above indicates when these Terms were last changed.

If we make future changes, we will provide you with notice of the changes, such as by sending to the email address we have on file for you, or providing a notice through our Services. If you do not make any statement and continue to use our Services, the amended Terms shall be deemed to have been agreed. We also recommend that you periodically check www.wooga.com and these Terms for updates. If you do not agree to the amended Terms, you must immediately stop using our Services.

2 Eligibility and Use Restrictions

- (a) **Age.** We may impose age requirements for our Games. Unless otherwise specified, you must be at least 18 years old to play our Games.

If you are under the age of 18 (or the age of legal majority where you live), you may only use our Services with consent of and supervision of your parents or legal guardians. If you believe that your child is using our Services without your consent, please contact us using our contact form in the Service or email to support@wooga.net.

- (b) **Use Restriction.** You may only use our Services for personal, non-commercial, entertainment purposes.

3 Your Information

You may provide certain information to Wooga, or we may otherwise collect certain information about you, when you access or use our Services. You are responsible for providing accurate and complete contact information and keeping it up to date with Wooga.

Although it's not part of these Terms, we encourage you to read our [Privacy Notice](#) for information on how you can opt out of marketing communications and on how we collect, use, share, and otherwise process information about you.

4 Accounts

We may require you to create an account with Wooga to access parts of the Services. If you create an account with us, you must: (a) not share or permit others to use your individual account credentials; (b) promptly update any information contained in your account if it changes; (c) use a strong password for your account that is unique to our Services and not used on any other website or online service; and (d) maintain the security of your account, and promptly notify us if you discover or suspect that someone has accessed your account without your permission. We reserve the right to reject, require that you change, or reclaim usernames at any time and for any reason, including in response to claims that a username violates a third party's rights.

5 User Content

- (a) **User Content.** Our Services may allow you and other users to create, post, store, or share content, including reviews, messages, text, graphics, photos, videos, and other materials or data (collectively, "**User Content**"). Depending on your account settings, your User Content and any associated information (such as your user ID number, name, and profile picture) may be visible to others. **If you choose to make any of your information publicly available through the Services, you do so at your own risk.**
- (b) **License You Grant to Wooga.** Except for the license you grant below, as between you and Wooga, you retain all rights in and to your User Content, excluding any portion of the Services included in your User Content. In using our Services, you are providing us with certain rights to your User Content. You grant Wooga and its subsidiaries and affiliates a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, sublicensable (through multiple tiers), and assignable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly or otherwise perform and display, process, and exploit your User Content and any name, username, or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you or any third party (in each case, to the maximum extent permitted by applicable law). We have no obligation to provide you with any credit, approval, or compensation for any permitted use of your User Content. You irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law or under any legal theory.
- (c) **Feedback.** You may voluntarily submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Wooga or our Services (collectively, "**Feedback**"). You understand and agree that we may use such Feedback for any purpose in our reasonable discretion, commercial or otherwise,

without acknowledgement or compensation to you, including to improve or develop products or services. Wooga will exclusively own all works or improvements based on any Feedback. You understand that Wooga may treat Feedback provided via a public medium as non-confidential.

6 Prohibited Conduct and Content

- (a) **No Cheating.** Wooga wants all users to have a positive and fair playing experience while using the Services. You will not:
- (i) Engage in the creation, distribution, promotion, or use of unauthorized software or tools, including auto programs, macros, cheat utilities, hacks, and mods, that are intended to provide an unfair advantage or otherwise alter the intended gameplay experience; or
 - (ii) Exploit, share, or promote information about Game errors, glitches, bugs, or any technical malfunctions that can result in an unintended advantage, such as accessing one-time promotions more than once.

You must notify Wooga immediately if you become aware of any of the above matters.

- (b) **Prohibited Conduct.** In addition to the other restrictions in these Terms, you will not, and will not aid or encourage others to, do any of the following in connection with the Services:
- (i) Violate the Infractions Terms or any applicable law, contract, intellectual property right, or other third-party right;
 - (ii) Engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
 - (iii) Solicit or collect personal information from other users;
 - (iv) Access a Game if you are under the minimum age set by Wooga for the Game as provided in Section 2;
 - (v) Use or attempt to use another user's account or information without authorization from that user and Wooga;
 - (vi) Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
 - (vii) Create multiple accounts;
 - (viii) Sell or resell our Services or your account, including by renting, leasing, selling, trading, gifting, or otherwise transferring or sharing your account without our written permission;
 - (ix) Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Services, except as expressly permitted by applicable law, us, or our licensors;
 - (x) Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
 - (xi) Use our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner;

- (xii) Except to the extent permitted by law or relevant open-source licenses, reverse engineer any aspect of our Services or do anything that might discover or reveal source code, or bypass or circumvent security or measures employed to prevent or limit access to any part of our Services;
 - (xiii) To the fullest extent permitted by applicable law, you will not: (A) use any data mining, robots, or other data-gathering or extraction methods intended to scrape or extract data from our Services except in accordance with instructions contained in our robot.txt file to compile results for a public search engine; or (B) use the Services, or any data published by, or contained in, or accessible via, or in relation to, the Services for the purposes of developing, training, fine-tuning, or validating any AI system or model or for any other purposes not explicitly set out in these Terms;
 - (xiv) Develop or use any applications or software that interact with our Services without our prior written consent or as permitted by applicable law;
 - (xv) Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
 - (xvi) Link to any online portion of the Services in a manner that damages or exploits our reputation or suggests any form of association, approval, or endorsement by Wooga;
 - (xvii) Use any application programming interface (“API”) provided by Wooga in any manner not permitted by the documentation provided with the API; or
 - (xviii) Access or use any of the Services to design or develop a similar or competitive offering.
- (c) **Prohibited Content.** You may not create, post, store, or share any User Content for which you do not have all the rights necessary to grant us the license described in Section 5(b). You must ensure that your User Content, and our use of your User Content as permitted by these Terms, will not violate any rights of any person or entity, including any third-party rights, or cause injury to any person or entity. You may not create, post, store, or share any User Content that:
- (i) Is illegal, either in itself or in relation to an activity (including the sale of products or the provision of services), or that is not in compliance with national or EU law, libelous, defamatory, obscene, pornographic, indecent, vulgar, suggestive, harassing, threatening, violent, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or derogatory of any ethnic, racial, gender, or religious group;
 - (ii) Would constitute, encourage, or provide instructions for a criminal offense, a violation of the rights of any party, or a violation of these Terms;
 - (iii) Contains or depicts any statements, remarks, or claims that do not reflect your honest views and experiences;
 - (iv) Contains any private or personal information of a third party without the third party’s consent;

- (v) Contains any viruses, corrupted data, or other malicious, invasive, harmful, disruptive, or destructive files or content;
 - (vi) In our reasonable judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose Wooga or others to harm or liability of any kind; or
 - (vii) Contains links to content that would violate any of the above restrictions if the linked content were User Content.
- (d) **Enforcement.** This Section 6 does not create any right or private right of action on the part of any third party or any reasonable expectation that the Services will be free of conduct or content that is prohibited by these Terms, or that prohibited content will be promptly removed after it has been posted. When taking appropriate action against cheating, prohibited conduct and prohibited content, we may, as further described in Section 6(f):
- (i) Delete or remove User Content or refuse to post any User Content at any time;
 - (ii) Terminate or suspend your access to all or part of the Services, temporarily (time-out) or permanently (permanent blocking);
 - (iii) Take any action with respect to your User Content that is necessary or appropriate to ensure compliance with applicable law and these Terms, or to protect Wooga's and/or a third party's rights, including third-party intellectual property and privacy rights (e.g., providing information to rightsholders who submit takedown requests); and
 - (iv) As permitted by law, cooperate fully with any law enforcement authorities or court orders regarding conduct or content related to the Services.
- (e) **Reporting tool.** Wooga can be notified of illegal content via the reporting tool inside our Service or by contacting customer support. To learn more about how we process reports, please see [here](#).
- (f) **Complaints and Appeals.** If you have a complaint or a concern about any User Content or any action we have taken regarding User Content, you may contact us using our contact form or support@wooga.net. We will endeavor to address your complaint or concern promptly and in line with our internal policies and procedures. Should you be dissatisfied with our initial response, you are entitled to appeal our decision by submitting additional information or evidence to bolster your case. We will reassess your appeal and inform you of the resolution. Our determination on your appeal will be conclusive and binding.

7 Virtual Items

- (a) **Acquiring Virtual Items.** Within the Services, you may be granted access to in-Game currency including virtual credits, coins, points, credits, bonuses, and chips (collectively, "**Credits**") and other virtual in-Game items or collections (together with the Credits, "**Virtual Items**"). The Virtual Items are part of the Services and are licensed to you under these Terms. Access to Virtual Items is only provided through the Services. For example:
- (i) You may be granted a license to Virtual Items because of gameplay or promotional activities (e.g., being awarded a certain number of Credits at recurring time intervals); or

- (ii) You may be given the opportunity to purchase a license to Virtual Items.
- (b) **Limited License.** Because Virtual Items are part of the Services, you are permitted to use Virtual Items under the license we give you under Section 11(b), subject to the limitations applicable to your use of the Services, as stated in Section 6 and elsewhere in these Terms. Virtual Items can only be used for the specific Game in which they were acquired and subject to the rules for that Game, unless we say otherwise. You don't own Virtual Items and have no rights in Virtual Items other than the license granted by these Terms. We reserve all rights, title, and interest in and to the Virtual Items. Virtual Items are not prepaid payment instruments and do not have any equivalent "real world" money value. Virtual Items can never be redeemed or cashed out for "real world" money, goods, or any other item of monetary value from Wooga or any other party.
 - (i) In addition, if your Country of Residence is outside the European Economic Area or the United Kingdom: (A) we may terminate your license to Virtual Items at any time and at our sole discretion, including in connection with any closure of your account, and you are not entitled to any credit, reimbursement, or refund for any Virtual Items that were in your account; and (B) you agree that all sales of Virtual Items to you are final, and we have no obligation to reimburse or refund any transaction once it has been made.
 - (ii) If your Country of Residence is the United Kingdom: (A) we may terminate your license to Virtual Items at any time without notice if you breach any important provisions of these Terms, or for any reason by providing reasonable notice in advance, where possible; and (B) you agree that when you purchase a Virtual Item, you request immediate performance — that is, you request that Virtual Item to be delivered to you as soon as your order has been accepted. You understand and accept that you will lose any right to withdraw from your purchase of a Virtual Item as soon as you access, download, or use that Virtual Item (as the case may be), and we shall be entitled to refuse a request for reimbursement or a refund, suspend or cancel payment of a reimbursement or refund that we have agreed to make, or revoke your access to a Virtual Item to which that reimbursement or refund relates.
- (c) **Availability.** Prices and availability of offers of Virtual Items are subject to change without notice, and we reserve the right to refuse your request to purchase or acquire Virtual Items for any reason. In addition, the features, content, and capabilities of offered Virtual Items are subject to change at any time, with or without notice to you, and with no liability of any kind to you.
- (d) **Unauthorized Transactions.** As a reminder, you are prohibited under this Section 7 from transferring, selling, reselling, trading, lending, or gifting Virtual Items other than as specifically permitted by the Services. This means, for example, that you may not trade, buy, or sell Virtual Items on any other platform or e-commerce website. We are not liable for any claims or damages related to any unauthorized transactions relating to Virtual Items.

8 Billing and Payment

- (a) **Prices and Taxes.** Depending on your Country of Residence and at all times in accordance with applicable laws, the prices displayed in the Services may be inclusive or exclusive of applicable taxes (as the case may be). In any event, taxes will be itemized on the checkout

page and you will have an opportunity to review such taxes before you confirm your purchase. All prices are subject to change at any time without notice.

- (b) **Payment.** Before completing a transaction in the Services (e.g., purchasing a license to a Virtual Item), you will be asked to supply certain relevant information, such as your payment card number, its expiration date, and your billing address, to us or our payment processors. You are responsible for ensuring that you have the right to use any payment information that you submit in connection with a transaction. We may receive updated information from your issuing bank or our payment service provider about any payment method you have stored with us. You authorize us to charge your payment method, including any updated payment method information we receive, for any charges you are responsible for under these Terms. Verification of information may be required before the acknowledgment or completion of any transaction. This may include your payment method being charged US \$1 (or another nominal charge) to validate the payment method. These validating charges will be refunded, typically within 3-5 business days.

Transactions completed through a third party's platform, like the Apple App Store, Google Play Store, or websites or applications such as facebook.com (each a "**Platform Provider**"), may also be subject to additional terms, conditions, and policies (including terms of service or privacy policies of the Platform Provider). Any agreements you enter into with a Platform Provider regarding a transaction are between you and the Platform Provider. We are not party to any agreement you enter with a Platform Provider.

You will pay all charges incurred by you or on your behalf through the Services, at the prices in effect when the charges are incurred, including all taxes applicable to your transactions. **If legal action is necessary to collect on balances due, you will reimburse us and our vendors and agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses, provided that the requirements for a corresponding claim are met.**

- (c) **Subscriptions.** Wooga may make certain recurring subscriptions available through the Services (a "**Subscription**") on either a monthly or a yearly basis ("**Subscription Period**"). If you enroll in a Subscription through the Services directly with Wooga, you authorize Wooga to store your payment method and charge it the recurring fee indicated at the time you enrolled in the Subscription ("**Subscription Fee**") plus any applicable taxes for each Subscription Period until the Subscription is terminated by you or by Wooga. You must cancel a Subscription before the end of the current Subscription Period we provide to avoid being charged the Subscription Fee for the next Subscription Period.

When you enroll in a Subscription directly with Wooga, we will provide you with instructions on how you may cancel the Subscription. If you enroll in a Subscription through a Platform Provider, you may follow the instructions provided by the Platform Provider. Any agreements you enter into with a Platform Provider regarding a Subscription are between you and the Platform Provider. In case of an ordinary termination of your Subscription, you will not be eligible for a prorated refund for any portion of the Subscription Fee when you cancel. We may also cancel your Subscription if your payment method cannot be charged for a Subscription Period. Upon cancellation, you will continue to be able to access your Subscription benefits for the remainder of any Subscription Period you have already paid for.

Subscription requirements and available features may vary across platforms, regions, and over time.

- (d) **Trial or Introductory Subscription Offers.** Your Subscription may start with a trial or introductory period. We reserve the right, in our sole discretion, to determine your trial or introductory offer eligibility and to modify or cancel the terms offered for a trial or introductory offer (on a going-forward basis) at any time. Unless you cancel your Subscription before the end of the trial or introductory period, your Subscription will automatically renew on a going-forward basis for the full then-current Subscription Fee according to Section 8(c).
- (e) **Returns, Refunds, and Exchanges.** All transaction fees are non-refundable. If you are charged for transactions that were not initiated by your account, if you did not receive the Virtual Items that you paid for, or you were charged an incorrect amount, you may request a refund or correction from Wooga for any transactions that were completed directly with us. For transactions concluded with a Platform Provider, the Platform Provider is responsible for any refunds, and its refund policies will apply. Although not part of these Terms, see the following Platform Provider support pages for additional information: [Apple's Billing and Subscriptions page](#) and [Google Play's Refund page](#).

9 Right of Withdrawal

If you are a consumer with a Country of Residence in the European Economic Area, you can find more information on the right of withdrawal in Appendix 1 for Services and Virtual Items and Appendix 2 for Subscriptions.

10 Promotions

In addition to these Terms, the [Promotion Official Rules](#) govern any sweepstakes, contests, raffles, surveys, games, or similar promotions made available by Wooga through or in connection with the Services (collectively, “**Promotions**”). Before you enroll in a Promotion, we may provide additional or alternative rules governing that Promotion. You also agree to these additional or alternative rules, as applicable. If you participate in any Promotions, please review the applicable rules. If the rules for a Promotion conflict with these Terms, the Promotion rules will govern.

11 Ownership; Limited License

- (a) **Ownership of the Services.** The Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained in the Services, as well as all intellectual property rights in the Services are owned by Wooga or our licensors and are protected under both the laws of Germany and foreign laws. The names of our Games, our logos, our other product or service names, slogans, and the look and feel of our Services are protected by intellectual property law (and in many instances may also be registered trademarks of Wooga (or our licensors)), and you may not copy, imitate, or use any of them, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, company names, or logos mentioned on our Services are the property of their respective owners. If we reference third-party products or services, it doesn't mean that we endorse, sponsor, recommend, or warrant those products or services. Except as explicitly stated in these Terms, all rights in and to the Services and intellectual

property rights in the Services are reserved by us or our licensors, and you don't have any other rights to our Services or intellectual property, including any implied rights.

- (b) **Limited License Granted to You.** Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Services for your own personal, non-commercial, entertainment purposes. Any use of the Services other than as specifically authorized in these Terms is strictly prohibited, and a termination of these Terms will also terminate this license.

12 Repeat Infringer Policy; Content Complaints

As set out in Section 6, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others. We also monitor for and may suspend or terminate your account if your User Content or conduct violates the Infractions Terms. If you believe that any content on our Services infringes on any copyright that you own or control, or violates the Infractions Terms, you may notify Wooga via the reporting tool mentioned in Section 6 or by contacting our designated agent:

Designated Agent:	Legal Department
Address:	Saarbruecker Strasse 38, 10405 Berlin, Germany
Attn:	Legal Department
Telephone Number:	+49-30-52 10 70 593
Email Address:	support@wooga.net

For notifications being provided under the U.S. Digital Millennium Copyright Act (“**DMCA**”), please see Section 512(c)(3) of the DMCA for the requirements of a proper notification. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective. If you knowingly materially misrepresent that any activity or material on our Services is infringing, you may be liable to Wooga for certain costs and damages.

13 Third-party Software and Content

- (a) **Open-Source Software.** The Services may utilize third-party software code that is governed under open-source licenses (“**Open-Source Software**”). We use the Open-Source Software under license terms accompanying the Open-Source Software and, when required, provide the software to you under that license. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable Open-Source Software license. When alternative or additional terms apply to Open-Source Software, we may let you know through the Services, such as by posting information to our [Accreditation Page](#).
- (b) **Third-Party Content.** We may further provide information about, links to, or advertisements for third-party products, services, activities, or events, or we may allow third parties to make their content, information, or offerings available on or through the Services (collectively, “**Third-Party Content**”). We provide Third-Party Content for those interested in that content, but your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party.

- (c) **Responsibility for Content.** We have no obligation to monitor Third-Party Content, and we may block or disable access to any Third-Party Content (in whole or part) through our Services at any time. Your access to and use of Third-Party Content may be subject to additional terms, conditions, and policies (including terms of service or privacy policies of the providers of the Third-Party Content). You are also responsible for obtaining and maintaining any computer hardware, equipment, network services, connectivity, telecommunications services, and other products and services necessary to access and use the Services.

I4 Indemnification

(a) If your Country of Residence is outside the European Economic Area or the United Kingdom or Australia:

To the fullest extent permitted by applicable law, you will indemnify and hold harmless Wooga and our parent company, subsidiaries, and affiliates, and each of our respective officers, directors, agents, contractors, partners, and employees (individually and collectively, the “Wooga Parties”) from and against any liabilities, costs, expenses, damages, fines, losses, or obligations of any kind or nature (including attorneys’ fees) incurred in connection with a third-party claim, demand, action, or proceeding arising out of or related to: (A) your access to, use of, or conduct in connection with the Services; (B) your User Content or Feedback; (C) your violation of these Terms; or (D) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights). The Wooga Parties will have control of the defense or settlement, at Wooga’s sole option, of any third-party claim, demand, action, or proceeding. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Wooga or the other Wooga Parties.

(b) If your Country of Residence is the United Kingdom or Australia:

To the fullest extent permitted by applicable law and irrespective of any other remedies that may be available to us, you agree to compensate the Wooga Parties for any reasonable losses, costs, expenses or similar that are sustained or incurred by us arising from or related to: (a) your access to, use of, or conduct in connection with the Services in breach of these Terms or our lawful instructions; (b) your User Content or Feedback; (c) your violation, misappropriation, or infringement of any rights of any third party. The Wooga Parties may elect to have control of the defense or settlement, which shall be exercised in Wooga’s reasonable discretion, against any third-party claim, demand, action, or proceeding.

I5 Disclaimers

This Section only applies if your Country of Residence is outside the European Economic Area:

- (a) Your use of our Services and any content or materials provided in or with our Services is at your sole risk. Except as otherwise provided in these Terms and to the fullest extent permitted under applicable law:
- (i) Our Services and any content or materials provided in or with our Services are provided “as is” and “as available” without warranties of any kind, either express or implied; and

- (ii) Wooga disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- (b) In addition, Wooga does not represent or warrant that our Services or any content provided in or with our Services are accurate, complete, reliable, current, or error-free, or that access to our Services or any content provided in or with our Services will be uninterrupted. While Wooga attempts to make your use of our Services safe, we cannot and do not represent or warrant that our Services or any content provided in or with our Services or our servers are free of viruses or other harmful components, content, or materials. You assume all risk as to the quality and performance of the Services and any content provided in or with our Services. All disclaimers of any kind (including in this Section 15 and elsewhere in these Terms) are made for the benefit of Wooga, the other Wooga Parties, and Wooga's respective shareholders, agents, representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

16 Limitation of Liability

(a) If your Country of Residence is outside the European Economic Area or the United Kingdom or Australia:

- (i) To the fullest extent permitted by applicable law, Wooga and the other Wooga Parties will not be liable to you under any theory of liability — whether based in contract, tort, negligence, strict liability, warranty, or otherwise — for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, data, or goodwill, even if Wooga or the other Wooga Parties have been advised of the possibility of the damages.
- (ii) The total liability of Wooga and the other Wooga Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the greater of US \$50 or the amount paid by you to Wooga in connection with the Services in the 90 days immediately preceding the date on which the first claim giving rise to liability occurred.
- (iii) The limitations set forth in this Section 16 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Wooga or the other Wooga Parties or any other matters for which liability cannot be excluded or limited under applicable law. In addition, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

(b) If your Country of Residence is in the European Economic Area:

- (i) You have a legal guarantee of conformity for goods, digital content and digital services.
- (ii) Nothing in these Terms shall exclude or limit our liability for: intent and gross negligence of us or our legal representatives or vicarious agents as well as for

damages resulting from death or personal injury resulting from our negligence or an intentional or negligent breach of duty by one of our legal representatives or vicarious agents.

- (iii) In cases of slight negligence, we shall only be liable in the event of a breach of a material contractual obligation. A material contractual obligation within the meaning of this Section is an obligation the fulfillment of which makes the performance of the contract possible in the first place and on the fulfillment of which the contractual partner may therefore regularly rely. This liability for breach of a material contractual obligation is limited to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.
- (iv) The limitations of liability apply accordingly in favor of our employees, agents, and vicarious agents.
- (v) Any liability on our part for any commercial guarantees we may have provided, and for claims based on product liability law or data protection violations, shall remain unaffected.

(c) If your Country of Residence is the United Kingdom or Australia:

- (i) Nothing in these Terms shall exclude or limit our liability for: death or personal injury resulting from our negligence or any liability to the extent that such liability may not be excluded or limited as a matter of applicable law.
- (ii) To the fullest extent permitted by applicable law and without prejudice to your statutory rights that may apply under the laws of your Country of Residence, Wooga and the other Wooga Parties will not be liable to you in any way for damages or loss of any kind resulting from: (a) any use or misuse by you of our Services in breach of these Terms; (b) any system failures, software or hardware failures, bugs, viruses, or any occurrence which may result in damage to your equipment, or a loss of your data, or disruption of service, except where any defective digital content that we have supplied to you is caused by our failure to use reasonable care and skill (in which case, we will pay any reasonable costs of a repair or replacement, subject to the liability cap contained in Section 16(c)(iii)); (c) any damages or losses that are deemed or alleged to have resulted from matters beyond our reasonable control including strikes, lock-outs, or other industrial disputes, failure of a utility service, transport, or telecommunications network; any pandemic; act of God; war; riot; civil commotion; malicious damage; or interruptions in operation or transmission, communications, lines failure; or (D) the acts, omissions, defaults, breaches, or inactions of any other third party. In no event will Wooga be liable to you for any indirect, consequential, exemplary, incidental, punitive, special damages, or for lost data or goodwill.
- (iii) Our maximum liability to you under these Terms, whether for breach of contract, tort (including negligence), or otherwise arising from any one incident or a series of related incidents, is limited to the greater of: (a) €50 (fifty Euros); or (b) the amount paid by you to Wooga in connection with the Services in the 90 (ninety) days immediately preceding the date on which the first claim giving rise to liability occurred.

17 Release

If your Country of Residence is outside the European Economic Area: To the fullest extent permitted by applicable law, you release Wooga and the other Wooga Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes you have with other users and the acts or omissions of third parties. If you are a consumer who resides in California, you waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

18 Dispute Resolution and Agreement to Arbitrate on an Individual Basis

THIS SECTION ONLY APPLIES IF YOUR COUNTRY OF RESIDENCE IS THE UNITED STATES:

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND WOOGA TO ARBITRATE MOST DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND WOOGA CAN SEEK RELIEF FROM EACH OTHER. THIS AGREEMENT TO ARBITRATE PRECLUDES YOU AND WOOGA FROM SUING IN COURT OR HAVING A JURY TRIAL, SUBJECT TO THE EXCEPTIONS SET FORTH IN THIS SECTION 18.

YOU AND WOOGA ACKNOWLEDGE THAT THE TERMS OF THIS SECTION ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING THEIR DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF ANY PARTY’S CLAIMS.

By agreeing to these Terms, you and Wooga agree that any and all past, present, and future disputes, claims, or causes of action between you and Wooga (including any non-contractual disputes, claims, or causes of action) that arise out of or relate to these Terms, the Services, the formation of these Terms, or any other dispute between you and Wooga or any of Wooga’s licensors, distributors, suppliers, or agents (including but not limited to any application store or platform from which the Services are accessed or downloaded), and whether arising prior to or after your agreement to this Section, (collectively, “**Dispute(s)**”) will be governed by the procedure outlined below. You and Wooga further agree that, except solely as set out in Section 18(f) below, no Disputes will be permitted to proceed, whether in court or in arbitration, as a class, group, mass, or representative action.

- (a) **Informal Dispute Resolution.** If you have a Dispute with Wooga or if Wooga has a Dispute against you, you and Wooga will first attempt to resolve the Dispute informally in order to try and resolve the Dispute faster and reduce costs for both parties. You and Wooga

will make a good-faith effort to negotiate the resolution of any Dispute for 60 days, or any longer period as mutually agreed in writing (email suffices) by the parties (“Informal Resolution Period”), from the day either party receives a written notice of a dispute from the other party (a “Dispute Notice”) in accordance with these Terms.

You will send any Dispute Notice to Wooga at support@wooga.net. Wooga will send any Dispute Notice to you using the contact information you have provided to Wooga. The Dispute Notice sent by either party must: (i) include the party’s name, mailing address, email address, and phone number (in your case, those associated with your account), (ii) provide a reasonably detailed description of the factual and legal basis for the Dispute, and (iii) describe the specific relief sought, including an accurate and good-faith calculation of the amount of damages or other compensation (if any) the party is seeking, as well as a description of any other remedies or relief the party is seeking or intends to seek absent a negotiated resolution of the Dispute. A Dispute Notice is only valid if it pertains to and is on behalf of the complaining party individually; a Dispute Notice brought on behalf of multiple parties is not valid.

The Informal Resolution Period is designed to allow the party who has received a Dispute Notice to make a fair, fact-based offer of settlement if it chooses to do so. You and Wooga therefore agree that neither party will demand or attempt to commence arbitration or litigation (where permitted under these Terms) against the other party before the end of the Informal Resolution Period. Both parties will attempt to personally meet and confer, via telephone or videoconference, with each other during the Informal Resolution Period in a good-faith effort to resolve informally any Dispute. If a party is represented by counsel, that party’s counsel may participate in the conference, but the parties themselves must also fully participate in the conference. If a Dispute is not resolved during the Informal Resolution Period, you or Wooga may initiate an arbitration proceeding or (where permitted under these Terms) file a claim in court as described below. A party’s failure to satisfy the condition precedent of a Dispute Notice and waiting until the end of the Informal Resolution Period entitles the opposing party to seek immediate dismissal of the arbitration or (where permitted under these Terms) litigation and the right to seek reimbursement of its costs. The amount of any settlement offer made by any party during the Informal Resolution Period may not be disclosed to the arbitrator or court until after the arbitrator or court has determined the amount of the award, if any, to which either party is entitled.

- (b) **We Both Agree to Arbitrate.** By agreeing to these Terms, you and Wooga agree to resolve any Disputes not resolved during an Informal Resolution Period through final and binding arbitration as discussed below, except as otherwise required by applicable law or as set forth under subsections (c) and (h) of this Section 18.
- (c) **Opt Out of Agreement to Arbitrate.** You may decline this agreement to arbitrate by sending an opt-out notice to support@wooga.net within 30 days of first accepting these Terms. To be effective, your opt-out notice must be in writing and state that you (include your first and last name) decline this arbitration agreement, and you must personally hand-sign and date your notice. You can attach the notice to your email as a pdf, photograph, or by any other means that clearly displays the required information and demonstrates that you have complied with these requirements. By opting out of the agreement to arbitrate, you will not be precluded from using the Services and neither you nor Wooga will be required to arbitrate Disputes. For avoidance of doubt, if you exercise your right to opt out of the

agreement to arbitrate, those limitations and restrictions applicable to litigation that are set out in the introduction and subsections (a) and (g) of this Section 18 will continue to apply to both you and Wooga. In addition, if you opt out of this agreement to arbitrate and at the time of your receipt of these Terms you were bound by an existing agreement to arbitrate disputes arising out of or related to your use of or access to the Service, that existing arbitration agreement (but not the remainder of those prior Terms) will remain in full force and effect. In other words, if you are bound by an agreement to arbitrate at the time you opt out of this one, that prior agreement to arbitrate will continue to apply to you. The remainder of these Terms shall supersede the prior version.

(d) Arbitration Procedures and Fees.

- (i) You and Wooga agree that JAMS will administer the arbitration under its Streamlined Arbitration Rules and Procedures in effect at the time arbitration is sought (“**JAMS Rules**”). Those rules are available at www.jamsadr.com. Arbitration will proceed on an individual basis, except as provided for in subsection (f), and will be handled by a sole arbitrator in accordance with those rules as modified by these Terms; provided that the parties will be presented with a list of five potential arbitrators and will rank those potential arbitrators in order of preference. JAMS will select the arbitrator with the highest combined preference (e.g., if both parties select a potential arbitrator as their top preference, that arbitrator will be selected). You and Wooga further agree that to the extent **not** prohibited under JAMS Rules, the arbitration will be held in English in New York, New York, or, at your election, will be conducted telephonically or via other remote electronic means. The JAMS Rules will govern payment of all arbitration fees. The arbitrator will be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law.
 - (ii) You and Wooga both agree that (A) the arbitrator will be bound by these Terms, (B) the arbitrator will have exclusive authority to determine questions of arbitrability, and (C) that all arbitration proceedings and resulting awards conducted pursuant to Section 18 will be confidential. Any such award may not be disclosed to third parties other than to a party’s legal, accounting, or financial advisors (each of whom will be subject to that same confidentiality obligation) except (i) by either party in support of its pursuit or defense of its legal rights or obligations in another litigation or arbitration (whether involving the same or different parties), (ii) to the extent disclosed in connection with a petition or motion to confirm, enforce, or recognize the award, or (iii) otherwise as required or permitted by applicable law.
- (e) **Appeals.** You and Wooga agree that any award issued by an arbitrator pursuant to this Section 18 may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party’s election.
- (f) **Mass Arbitration Rules.** To increase efficiency of resolution, in the event 25 or more similar arbitration demands against a party, presented by or with the assistance of the same law firm or organization or group of law firms or organizations working in coordination, are submitted to JAMS, the JAMS Mass Arbitration Procedures and Guidelines in effect at the

time the first such arbitration demand is made (“**JAMS Mass Rules**”) will apply as modified by these Terms. In that event, the JAMS Process Administrator (as described in the JAMS Mass Rules) will have the authority to implement the procedures set forth in the JAMS Mass Rules, including the authority to batch together individual arbitration demands into a single coordinated proceeding. Arbitrators appointed in accordance with this Section 18(f) must be retired judges with experience arbitrating or mediating disputes. All provisions of this Section 18 that are not in conflict with the JAMS Mass Rules, including the appointment process for the arbitrators, will continue to apply.

- (g) **Class Action and Collective Arbitration Waiver.** To the maximum extent permitted by applicable law (and except as expressly provided in Section 18(f)), neither you nor Wooga are entitled: to consolidate, join, or coordinate disputes by or against other individuals or entities; to participate in any collective, group, class, or mass arbitration or litigation of disputes; to arbitrate or litigate any dispute in a representative capacity, including as a representative member of a class; to litigate or arbitrate a dispute in a private attorney general capacity; or otherwise to seek recovery of losses or damages (whether for yourself or others) incurred by a third party. In connection with any Dispute, any and all such rights are hereby expressly and unconditionally waived. Any challenge to the validity or enforceability of this Section 18(g) will be determined exclusively by the arbitrator. Notwithstanding anything to the contrary set forth in these terms, if all or any portion of subsections 18(e), (f), or (g) is found to be invalid or less than fully enforceable with regard to a Dispute, then the entirety of the parties’ agreement to arbitrate (but not those limitations and restrictions applicable to litigation that are set out in subsections (a), (g), and (h) of this Section 18) will be deemed void and as having no effect for purposes of that dispute upon either party’s election.
- (h) **Exceptions to Agreement to Arbitrate.** Notwithstanding your and Wooga’s agreement to arbitrate Disputes:

 - (i) Either you or Wooga may bring a lawsuit in a court of law, subject to the requirements and exceptions in Section 19, asserting causes of action which seek only temporary injunctive relief until an arbitrator can be empaneled and determine whether to continue, modify, or terminate such relief, to compel arbitration pursuant to this Section 18 or to enforce any arbitral award issued hereunder; and
 - (ii) Either you or Wooga may also assert individual claims in small claims court in your county of residence as long as the claim qualifies for small claims court and the court does not permit class or similar representative actions or relief.

19 Governing Law and Judicial Forum for Disputes

IF YOUR COUNTRY OF RESIDENCE IS THE UNITED KINGDOM OR IN THE EUROPEAN ECONOMIC AREA, NO PROVISION IN THIS SECTION 19 WILL EXCLUDE OR RESTRICT ANY OF YOUR STATUTORY RIGHTS THAT YOU

MAY HAVE AS A CONSUMER BASED ON THE APPLICABLE LAWS OF YOUR COUNTRY OF RESIDENCE, INCLUDING YOUR ABILITY TO CLAIM FOR YOUR USER CONTENT OR ACCOUNT BEING TERMINATED OR SUSPENDED IN BREACH OF THESE TERMS.

(a) Governing Law

THIS SUBSECTION ONLY APPLIES IF YOUR COUNTRY OF RESIDENCE IS OUTSIDE THE EUROPEAN ECONOMIC AREA:

- (i) If your Country of Residence is the United States, these Terms, your use of the Services, and our entire relationship (including any Disputes), will be interpreted in accordance with and governed by the laws of Germany without regard to conflict- or choice-of-law principles. The agreement to arbitrate contained in Section 18, its scope, and its enforcement will also be governed by the United States Federal Arbitration Act without regard to conflict- or choice-of-law principles. You and Wooga acknowledge that these Terms affect interstate commerce.
- (ii) If your Country of Residence is not the United States, except as otherwise required by applicable law, these Terms, your use of the Services, and our entire relationship (including any Disputes), including the arbitration agreement contained in Section 18, will be interpreted in accordance with and governed by the laws of Germany without regard to conflict- or choice-of-law principles.

(b) Judicial Forum for Disputes

- (i) If your Country of Residence is outside the European Economic Area: Except as otherwise required by applicable law, you and Wooga agree that any Dispute that is not subject to arbitration pursuant to Section 18 and not permitted to be filed in the relevant courts in accordance with the exceptions in Section 18(h) may only be brought in a court of competent jurisdiction in Berlin, Germany. Both you and Wooga consent to venue and personal jurisdiction there. Notwithstanding the foregoing, You and Wooga agree that either of us may move to compel arbitration or to enforce or compel an arbitral award before any court of competent jurisdiction.
- (ii) If your Country of Residence is the United Kingdom or in the European Economic Area:
Either you or Wooga may alternatively assert claims, if they qualify, through the relevant claims track in the courts of your Country of Residence. Please note that Wooga will not be required to use this or any other alternative dispute resolution platform.

20 Modifying or Terminating Our Services

- (a) If your Country of Residence is outside the European Economic Area or the United Kingdom or Australia:
 - (i) We reserve the right to, at any time, modify our Services; terminate these Terms; offer opportunities to some or all end users of the Services; charge, modify, or waive any fees required to use the Services; or suspend or terminate providing all or part

of our Services. For example, we may need to make changes to the rules of Games to help balance the gameplay experience across our users. You may be required to accept updates to the Service, including updates to Apps that you have installed on your computer, mobile device, or any other device. You acknowledge that Wooga may perform these updates remotely and agree that Wooga may update the Services with or without notifying you. You also may sometimes need to update third-party software from time to time in order to access certain Services.

- (ii) We may provide you with notice in advance of the suspension or discontinuation of all or part of our Services, such as by sending an email or providing a notice through our Services. All modifications and additions to the Services will be governed by these Terms or the Supplemental Terms, unless otherwise expressly stated by Wooga in writing. You also have the right to stop using our Services at any time, and you may terminate these Terms by closing your account, uninstalling all Apps, and otherwise ceasing use of our Services.
- (b) If your Country of Residence is in the European Economic Area or the United Kingdom or Australia:
- (i) In addition to any changes or updates required to maintain the Services in conformity, we (or any other party we designate) may regularly make updates and changes to the Services if the change is solely for your benefit or if we have a valid reason to do so, in particular to: (i) ensure compliance with applicable laws and/or reflect changes in relevant laws and regulatory requirements, such as mandatory consumer laws; (ii) perform temporary maintenance, fix bugs, implement technical adjustments and make improvements, such as adapting Service to a new technical environment or transferring the Service to a new hosting platform; (iii) upgrade or amend the Service, including amending or removing or making modifications to existing features and functionality; alter the structure, design, or layout of the Service, including changing the name of the Services or re-branding, or amending, improving and/or expanding the features and functionalities available; (v) for security reasons; and (vi) for anti-piracy reasons. All changes are made without additional cost to you.
 - (ii) If any modifications or changes to all or part of the Services as provided in Section 20(b)(i) have a negative impact on your use of the Services in more than a minor manner (which shall be determined by us using our reasonable discretion), then we will provide you with reasonable notice in advance of such changes where possible. If you do not agree to the modifications or changes to all or part of the Services, then you have the right to terminate your contract with us free of charge with a notice period of 30 days from the date on which you received any such notice to you or from when the modification comes into effect, whichever is later. The termination of the contract is excluded if Wooga allows you to maintain access and use of the Services without the modification at additional costs, and in conformity with the agreement.
 - (iii) These Terms of Use shall apply accordingly to any changes made and to the use of the Service after any changes.

- (c) The parties' respective rights and obligations under Sections 1, 3-6, 7(d), 8(e), 11(a), and 12-22 of these Terms, together with all other provisions that may reasonably be construed to survive, will survive the expiration or termination of these Terms for any reason.

21 Severability

Except as stated in Section 18(g), if any portion of these Terms is found to be unenforceable or unlawful for any reason, including because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; and (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms.

22 General Terms

- (a) **Export Controls.** You must comply with all export and sanction laws and regulations maintained by the United States, Israel, the European Union, the United Kingdom, and other applicable countries as determined by Wooga in our sole discretion ("**Trade Controls**"). The Trade Controls prohibit the use of the Services by: (i) any individual located in, under the control of, organized in, or a resident of any country or territory which is the target of sanctions by the U.S. government (currently, Cuba, Iran, Syria, North Korea, and the Crimea, Donetsk and Luhansk regions of Ukraine, collectively, the "**Sanctioned Countries**"), any countries designated as an "enemy", that are not currently exempted, under Israel's Trading with the Enemy Ordinance of 1939 (currently, Syria, Lebanon, and Iran), or any country upon Wooga's sole discretion due to local legislation requirements or any other reason upon its sole discretion; or (ii) anyone or any entity (or anyone or any entity 50% or more owned by such individual or entities) on any list of prohibited persons or entities maintained by the U.S., E.U., UK, or Israeli governments, or by the jurisdictions in which the Services were obtained, including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals (collectively, "**Sanctioned Persons**"). You represent and warrant that: (i) you are not located in, operating from, established under the laws of, or otherwise ordinarily resident in a Sanctioned Country; (ii) you are not a Sanctioned Person; (iii) you will not export, re-export, or transfer any portion of the Services or any related technical information or materials, directly or indirectly, to a Sanctioned Country, a Sanctioned Person, or otherwise in violation of Trade Controls; and (iv) you will not use funds from a Sanctioned Person to pay Wooga, or otherwise involve a Sanctioned Person in payments to Wooga.
- (b) **Responsible Gaming.** While we want you to have a fun, exciting, and entertaining experience while using the Services, it is your responsibility to exercise control over your playtime, spending, and purchases on the Services. Although it's not part of these Terms, we encourage you to read our [Responsible Gaming](#) page for information on how to balance playtime with your other leisurely activities and responsibilities.
- (c) **Artificial Intelligence.** Wooga may use artificial intelligence ("**AI**"), generative AI, or other technologies which may be considered automated decision-making or profiling, to provide, design, develop, and improve our Services (for example, the use of chatbots and other means to facilitate customer support processes, to tailor our Services to your preferences, and to generate certain art and assets in our Games and other Services) and for other legitimate business purposes. The license you grant in Section 5(b), for example, allows Wooga to use your User Content to inform, train, develop, or serve as inputs to generative AI or other AI models. You understand that some of our AI systems and models used in the

provision of the Services are provided by third-party service providers and are subject to third-party terms and conditions.

- (d) **Other Terms.** Wooga's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of that right or provision. These Terms supersede all prior agreements, representations, statements, and understandings of the parties. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between Wooga and you may be conducted electronically. We may assign these Terms, in whole or in part, provided that your rights under this agreement will not be adversely affected as a result of such transfer. If our assignment leads to a change of us as the contracting party, you have the right to terminate this contract. You can't assign your rights or obligations under these Terms, and any attempted assignment in violation of this sentence is void. This does not apply to any monetary claims you may have against us (apart from monetary claims arising from payment service framework agreements) or for other rights which you may have if we have no interest worth protecting in the exclusion of assignment or your legitimate interests in the assignability of the right outweigh our interest in the exclusion of assignment. Under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N-112, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.

Appendix I: Right of Withdrawal regarding Services and Virtual Items

- (a) **Right of withdrawal.** If you are a consumer from the European Economic Area, i.e. a natural person who is concluding a transaction for purposes that are predominantly not for his/her own commercial or self-employed activities, you have a statutory right of withdrawal as regards the conclusion of contracts on the Services.
- (b) **Exceptions.** You do not have a right of withdrawal,
- (i) in the case of a contract on a specific Service that does not oblige you to pay a price (e.g., free access to a game), when we have provided the respective Service in full,
 - (ii) in the case of a contract on a specific Service that obliges you to pay a price (e.g., when you purchase a license to a Virtual Item through in-game purchase), with the full provision of the respective Service, if you, before the start of the provision of the Service (a) have expressly consented to us commencing the provision of the

Service before expiry of the withdrawal period, (b) in the case of an off-premises contract, have provided the consent referred to in point (a) on a durable medium, and (c) have confirmed your knowledge that your right of withdrawal lapses upon complete fulfillment of the contract by us.

- (c) **More information.** For more information, please see the model instructions on withdrawal and the model withdrawal form below.

Model Instructions on Withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days, without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Wooga GmbH, Saarbruecker Strasse 38, 10405 Berlin, Germany, +49-30-52 10 70 593, support@wooga.net), of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract).

— To
Wooga GmbH
Saarbruecker Strasse 38

10405 Berlin

Germany

support@wooga.net:

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: [insert name of service]

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

We recommend that if you purchased Virtual Items from a third party, you should submit this form with relevant information about them to that third party in order to withdraw from the agreement.

Appendix 2: Right of Withdrawal regarding Subscriptions

- (a) **Right of withdrawal.** If you are a consumer from the European Economic Area, i.e. a natural person who is concluding a transaction for purposes that are predominantly not for his/her own commercial or self-employed activities, you have a statutory right of withdrawal as regards the conclusion of contracts on the Services.
- (b) **Exceptions.** The right of withdrawal lapses with the full provision of the respective service you subscribed to, if you, before the start of the provision of the Service (a) have expressly consented to us commencing the provision of the service before expiry of the withdrawal period, (b) in the case of an off-premises contract, have provided the consent referred to in point (a) on a durable medium, and (c) have acknowledged that you lose your right of withdrawal upon complete fulfillment of the contract by us.
- (c) **More information.** For more information, please see the model instructions on withdrawal and the model withdrawal form below.

Model Instructions on Withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days, without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Wooga GmbH, Saarbruecker Strasse 38, 10405 Berlin, Germany, +49-30-52 10 70 593, support@wooga.net), of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract).

— To

Wooga GmbH

Saarbruecker Strasse 38

10405 Berlin

Germany

support@wooga.net:

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: [insert name of service]

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

We recommend that if you purchased the Subscription through a third-party platform (like Apple or Google), you should submit this form with relevant information about them to that third party in order to withdraw from the agreement. You can request a refund from Apple ([here](#)) and you can request a refund from Google ([here](#)).