

General Terms and Conditions

1. Scope of Application

The wwg worldwidgames GmbH operates an online gaming portal using various Top-Level Domains (playnik.com, play-nick.com, playnik.de et al.) as well as various subdomains and aliases of these domains.

All websites are used to make the gaming portal and its games (e.g. www.narakis.de, www.piratesoftortuga.de) available are hereinafter collectively referred to as “wwg-websites”.

All Games and Services provided by wwg to the users are subject of the following terms and conditions. Terms and conditions of the user shall not become part of this contract, unless wwg expressly agrees in writing.

As User of the gaming portal you conclude a contract with wwg worldwidgames GmbH, with its principal place of business in Hamburg, HRB 105021, Richardstrasse 45, 22081 Hamburg, Email: info@playnik.com, Fax: +49 (0) 1805 8800042252.

You can access, download, save and print the terms and conditions at any time from the Link “Terms and Conditions” on every wwg-website.

2. Subject of the agreement

2.1 wwg enables all registered users to participate in the online games made available on the wwg-websites. Furthermore, Users will find links to online games of third party providers. Such third party online games are subject to their respective general terms and conditions. In that case the contracting partner is the third party provider, not wwg.

2.2 Only registered Users are admitted to participate in online games and additional features provided by wwg.

Following to the registration of the User, wwg provides an account to the User and thereby the parties enter into a contract entitling the User to participate in the online games and use the additional features on the wwg-websites.

2.3 Within the portal, wwg provides a platform, where users can communicate with each other (e.g. uploading pictures, flash games, writing blogs).

2.4 The games and services are only intended for users of an age of 18 and older. Minors are required to acquire the consent of their legal guardian.

2.5. The wwg portal is made available to the User to be viewed in a browser. wwg is not responsible for any software required by the User to access the wwg-websites or use the games. The installation of any software is the sole responsibility of the User. wwg does not provide any software for installation, and does not provide any technical support for the installation of such software.

2.6 The User accepts that wwg is unable to guarantee availability for 100% of the time. wwg is using reasonable efforts make the wwg-websites constantly available and to hold them free of defects.

Technical difficulties which are out of wwg`s sphere of influence (e.g. electrical power outage, defects in communication-networks) as well as necessary maintenance work can affect the availability of wwg-websites and may cause temporary failures.

2.7 Users are not entitled to maintenance of the games and/or certain features at the point of the conclusion of the contract. wwg reserves its right to cease the operation of games and/or certain features without giving reasons on its own discretion.

2.8 The basic participation in the games is free of charge for registered users. Specific services and features are provided by wwg for a fee. Details on fees and such features and the conditions for such services are displayed on the specific website in connection with such services and features.

2.9 The User is not admitted to dispose, sell or assign his account and services, features, access data and virtual goods connected to the account.

If there are specific rules which admit the transfer of services and features within the games, the aforementioned restriction is not applicable for transactions within the games

3. Registration, Conclusion of the contract

3.1 wwg offers the registration in two different versions: a) as a registration for single Games (“game account”) or b) as registration for an account of the portal (“portal account”). The User may register various game accounts for the specific games, but only one game account per game and only one portal account for the portal. By completing the registration process, the user submits an offer for the conclusion of the contract concerning the use of the services (Games/Features) offered on the wwg-websites. wwg accepts this offer either expressly or by beginning with the performance under this contract, e.g. enabling the participation in a game.

3.2 The User guarantees the authenticity and sufficiency of the data provided during the registration. Furthermore, the User guarantees by completing the registration process, himself to be of age or – if the user is a minor – having received the permission of his legal guardian. Changes of his data have to be provided to wwg by the User without undue delay.

3.3 The user is entitled to cancel his game or portal accounts at every time without giving reasons. The termination is based on clause 10 in this document.

4. Information on your right of cancellation

You may cancel your agreement to the contract within 1 month without providing any reason in text form (e.g. by sending a letter, fax or e-mail) or – if you received the good prior to end of this period - by returning the received goods. The period for the cancellation begins with the receipt of this information in text form, but not prior to the conclusion of the contract and not before our compliance with the duty to provide the information according to §§ 312c para. 2, 312e para 1 /1 BGB in connection with § 1 para 1,2,3 and 4 of the BGB-InfoV.. It is sufficient to dispatch the cancellation or the goods within the term. In the case of the provision of goods the term does not begin prior to the receipt of the goods (in case of revolving deliveries not prior to the first partial delivery). Please send the cancellation to:

wwg worldwidegames GmbH
Richardstrasse 45
D-22081 Hamburg

Germany
E-Mail: info@playnik.com

Consequences of the Cancellation

In the case of a valid cancellation the mutual received services are to be returned and any benefits have to be delivered to the other party, e.g. interests. If you are unable to return the goods in whole or at least in parts or only in a deteriorated condition you have to pay a compensation. This does not apply if the deterioration is based upon an examination that could have taken place in shop. A deterioration caused by the intended use of the goods is not to be compensated by you. Any obligations to return payments have to be executed within 30 days. This period begins for you with the dispatch of the cancellation or the goods and for us with the receipt. In the case of services, the cancellation right expires preterm, if wwg begins with supplying the service with the consent of the user prior to the end of the cancellation term..

5. Responsibilities and obligations of the users

5.1 With the participation in games on wwg-websites, the User accepts the instructions and rules of the games.

5.2 The User undertakes to keep all access data provided by wwg for accessing the Games and Services (login, passwords etc.) strictly confidential. The User will promptly inform wwg if he or she learns or suspects that an unauthorised third person is in possession of the access data. wwg advises the User to do this in written, e.g. via e-mail. wwg is entitled but not obliged to disable the use of this account. In case of third party uses, through the User's fault, of wwg's Games or Services with the User's access data, the User is liable for the fees and for damages.

5.3 Any action by the User that is able to impact the functionality of the wwg websites, its infrastructure, the gameplay of the Games, or to overly stress technical capacities is prohibited. It is also prohibited to block, overwrite, modify or copy any content of the wwg websites or to employ mechanisms, software or scripts that put a user in a better position than other users,

6. Liability for Content/Information provided by the User

6.1 The User shall be responsible for the content, data or information he or she makes available to other users by either communicating with other users or by uploading or contributing it to any of the wwg-websites ("contributed content"). wwg will neither adopt such contributed content as its own content nor shall wwg be liable for this contributed content.

6.2 The User shall not make available through the wwg-websites content (such as pictures, videos, links, names, words) of political, religious, insulting, offensive, violent, sexist, pornographic, or touting nature, especially not racist, rightist extreme or leftist extreme content, persons or depiction. The User shall not use any terms or

marks, names, pictures, videos, music, games, or other material protected for third parties.

The user is prohibited to (a) molest other users, including but not limited to by spamming or spimming, (b) to use legally protected content (including but not limited to content protected by trademark laws, (utility/design) patent laws or copyright) or to offer goods or services without being authorised to so, (c) to commit unfair trade actions or to further such actions.

6.3 By submitting information on the wwg-websites, the User grants wwg a non-exclusive, revocable license free of charge to publicly perform, publicly display, reproduce, make publicly available and diffuse such information. By submitting information, the User acknowledges and accepts that Uploaded Information on the wwg websites can be accessed globally through the internet. wwg may delete any content submitted by the User in culpable violation of the principles mentioned in section 6.2.

The same holds true for any content or any action which might reasonably be found as inadequate in wwg's own discretion or which restrain the function of the portal. wwg reserves the right to exclude a user from the platform due to repeated violations of these terms despite a chance for remedy.

7. Payment conditions

7.1 Payments are due upon registration or utilisation of nongrätuitous services and features.

Payment will be collected from the bank account / debit card / credit card account submitted by the User, if the User does not choose another form of payment (for example premium SMS). wwg may change the payment options on its own discretion from time to time.

In case of reversal debits and / or cancellation fees for the cancellation of debits caused by the User through default, or a lack of backing of the User's bank account caused by the User, the User bears the cancellation fees which have occurred.

If payment of the fees is made through debit or through credit cards and reversal debits occur, wwg charges a service fee of EUR 10.00 per debit / credit card transaction plus banking fees. The User may prove that no damage or only a lower damage has been caused.

7.2 The User may only offset if his or her claim against wwg is undisputed or declared legally binding.

8. Liability

8.1 wwg is not responsible for damages unless they are caused intentionally or by gross negligence. The aforementioned limitation of liability does not apply to the liability for personal injury of live, body, and health. wwg remains responsible for product liability.

In cases of simple negligence the above mentioned limitation shall not apply if an obligation has been breached, which is the basis for the contract, and which breach endangers the purpose of the contract and which breach the customer may under normal circumstances trust not be caused by wwg. Damages are limited to the amount of the usual damages.

8.2 wwg is only liable as far as the content of its wwg-websites are concerned. wwg does not assume any responsibility directly or indirectly for websites linked on the wwg-website. The providers of the respective sites are responsible for their content.

9. Indemnification

The user shall indemnify wwg against all costs, including but not limited to reasonable attorney fees, and claims, including but not limited to damages, by any third party due to the violation of any third party rights by any content provided to the wwg-websites by the user. This shall not be applicable if the user is not responsible for such violation or if wwg caused such damage at least by gross negligence.

10. Term, Termination

10.1 The contracts between the User and wwg are entered into for an unlimited period of time, unless otherwise provided for in the offer. Each party has the right to terminate the contract at any time with taking effect after 2 weeks, if no limitation of the usage period has been agreed upon.

10.2 The user may terminate the contract by stating his user name and the registered e-mail via e-mail to info@playnik.com or by the means displayed on the wwg-website under "my playnik".

10.3 The parties remain free to terminate the contract for using the Game or Service or Premium Features for important reasons at any time.

11. Data Protection

11.1 wwg will only collect, transmit, process or use any data referring to the User as a person for the purpose of this contract (including billing) unless wwg is required by law to disclose such data, or the User has explicitly expressed his or her consent. wwg may transmit payment data of the User to service providers or third parties insofar as this is required for determining the fees and billing. wwg may pass on payment data to a third party in charge of billing, as far as required for this purpose.

11.2 The wwg-websites use so-called "cookies", which identify the user during the use of the wwg-websites. After logging out the cookie becomes invalid.

For advertising and market research purposes and for designing the wwg-websites according to the User's needs, wwg may generate user profiles based on pseudonyms. The User has the right to contradict this processing and usage of his or her data at any time.

11.4 wwg is the responsible entity pursuant to the Bundesdatenschutzgesetz.

11.5 wwg is entitled to provide the third parties with the name and address of the user in case of a violation of clause 6.

12. Miscellaneous

12.1 The parties have not entered into any supplementary agreements. Any changes, amendments or the abrogation of the contract (partly or entirely) require written form.

12.2 wwg is entitled to change this general terms and conditions without giving reason on its own discretion from time to time. Such changes are published on the wwg-website. Such changes become valid, if the user does not contradict to such changes in writing within two weeks from the publishing of the changes and the ability to access such information or if the user continues the use of the services. wwg will publish the advice that the user may contradict such changes and the consequences of such contradiction along within the aforementioned term with the changes. In case of a valid contradiction both parties are entitled to terminate the contract within 1 month. Until the end of the term, the previous version of the general terms and conditions apply.

12.3 wwg communicates with the user via e-mail. wwg is entitled to address the user via Fax or letter.

12.4. The Contract is subject to German law. The UN Convention on Contracts for the International Sale of Goods does not apply.

Should any condition contained in this Contract prove unenforceable, void or incomplete, the validity of the other conditions will remain unaffected. The parties undertake to replace any unenforceable, void or incomplete conditions with other stipulations that best fulfil the commercial objectives intended by the parties.