

# **General Terms & Conditions for XS Soft JSCo**

## **1. Scope of Application**

XS Soft JSCo (hereinafter referred to as XS Software) operates an online gaming portal at Madmoo.com . A range of online games as well as other services are offered on the XS Software website. These services include, for example, the possibility of creating a profile page, participating in blogs and forums, uploading media such as photographs, texts and games and purchasing virtual items or other services. The players of XS Software's games and services and the users of the online gaming portal Madmoo.com are hereinafter referred to as "Users". In the following general terms and conditions (hereinafter referred to as Terms & Conditions), references made to "Games" or "Services" will pertain to the games and/or services offered by XS Software.

XS Software offers to the users Games and Services, which are based exclusively on the present Terms & Conditions. User Terms & Conditions are not considered part of the general contract unless XS Software approves these in writing.

The following Terms & Conditions apply to the use of the Madmoo.com gaming portal as well as the online games and services of XS Software. The Games and Services can be accessed primarily through a personal computer connected to the Internet by telephone, ISDN, broadband or equivalent connection. In addition, it is possible to use various other Internet-capable devices, whereby the scope of operation and/or display characteristics may be limited.

The present Terms & Conditions expressly exclude questions which might arise with regard to the establishment of Internet access, connection to websites and online games, and third-party software such as browsers or access software, as these Services are not provided by XS Software.

### **1.1 Users**

1.1.1 XS Software offers its games and services exclusively to Users with respect to Par. 13 of the German Civil Code (BGB). The use of XS Software games and services for pecuniary or any other commercial purposes is hereby prohibited.

1.1.2 Only those individuals who have reached the age of 18 or who have the express consent of their legal guardians at the time of registration are entitled to use the full scope of games and services provided by XS Software. Individuals under a certain age who have the express consent of their legal guardian may nonetheless be prohibited from participating in particular games due to age restrictions specifically applicable to those games.

1.1.3 At the time of registration for XS Software games and/or services, the User explicitly guarantees that (i) he/she is of legal age or (ii) he/she has obtained the express consent of his/her legal guardian.

### **1.2 Subject Matter of the Contract, Usage of and Changes to the Games and Services**

1.2.1 XS Software offers its Users the possibility of using games and services which are offered by XS Software on the Internet subject to existing technical and commercial capabilities.

1.2.2 Participation in the games is only for entertainment purposes.

1.2.3 XS Software, as part of its services, stores certain information at Madmoo.com and offers its Users the possibility of uploading information to the Internet and creating personal profiles, etc. which can be viewed by other users of XS Software games and services as well as by third parties.

Furthermore, the User can also communicate with third parties via the Madmoo.com portal, upload and exchange photographs, videos, games, music and other media, publish blogs and comments, and rate games, other users, third parties or transactions.

1.2.4 The use of XS Software games and services online is made possible through the provision of the necessary applications at the respective URLs by XS Software also reserves the right to offer or sell its games on other digital media and which may have a range of features that differ from the online versions of said games. The sale of such games is not subject of these Terms & Conditions.

1.2.5 The use of XS Software games and services is expressly limited to individuals who previously created a customer account (hereinafter referred to as Account) at the time of registration. An Account can be created at the Madmoo.com portal or at the URL of the respective game(s). An Account which has been created at the Madmoo.com portal enables the User access to any of the games subject to the conditions set forth in Sec. 1.1 above.

1.2.6 Registration, i.e. an application to open an Account, can be accomplished by filling out a form and providing the information requested therein. The use of XS Software games and/or services will be permitted from the time an account is created for the user by XS Software.

1.2.7 A user is entitled to create multiple Accounts at the Madmoo.com portal. Several games, however, prohibit the use of more than one Account by one and the same User ("prohibition of multi-accounts"). Detailed information is provided in the rules of the respective game(s). XS Software strongly recommends that all Users with multiple Accounts carefully read the respective rules of the game(s), because the use of multi-accounts in certain games can lead to an immediate suspension of the User.

Even in games where the user is permitted to have more than one Account, such Accounts may not communicate with each other or interact in any way, shape or manner (Ban on "pushing"). In particular, an Account may not be used to create advantages for another Account from the same User, for example, to transfer items or game currency from one Account to another Account of the same User, or to allow one Account to fight against another Account of the same User.

1.2.8 Once an Account has been created, the User may use the respective game and/or service by accessing the Madmoo.com game portal or entering the respective URL and logging in thereafter.

1.2.9 The games and services can only be accessed by means of a standard web browser or special tools which have been provided or expressly approved by XS Software (Ban on of

non-authorized scripts). In other words: The use of programs which cause excessive server load are strictly forbidden. The application of software to systematically or automatically control games or individual game functions such as bots, macros, etc. or to reproduce or evaluate games, game components or content provided on the Madmoo.com platform is prohibited.

1.2.10 The User has no legal claim to open an Account or to publish information on the Madmoo.com portal.

1.2.11 Current technical and other requirements for the Games and Services are available on the Madmoo.com portal and/or the respective websites of the Games.

1.2.12 XS Software Games and Services are continuously being updated, adapted, enhanced and modified. For this reason, the User is only granted the right to use the current version of the respective Games and Services.

1.2.13 Use of the basic version of the Games is free. Some features are only available to paying customers (see Sec. 7 below). Use of the Services is free unless otherwise stipulated in the description of the respective Services.

1.2.14 The User has no legal claim to demand the perpetuation of XS Software Games and/or Services as they were at the time of concluding the contract. XS Software reserves the right to cease operation of individual XS Software Games and/or Services at any time without prior notice or justification. In this case, the User can choose to have XS Software issue him/her a credit for use with other XS Software Games or Services of his/her choice or request a refund for payments which he/she has made in advance for Services such as Premium benefits. The User's right to terminate the agreement with immediate effect due to Games and/or Services which are unable to be used remains unaffected. Further claims made by the User are hereby prohibited unless otherwise expressly described in these Terms & Conditions.

## **2. Offer and Conclusion of Contract**

2.1 By filling in the registration form for the Account, the User enters into a binding contract (hereinafter referred to as "User Application") to use the Games and Services of XS Software. For this purpose, all fields of the registration form marked as being "required" must be completely and correctly filled in.

2.2 The agreement between XS Software and the User is considered valid only after XS Software approves the User Application. Confirmation of the User Application can be explicitly communicated by XS Software as a result of an action on the part of XS Software which allows the User access to the Games and/or Services of XS Software.

2.3 XS Software will promptly send a confirmation e-mail acknowledging receipt of the User application to the e-mail address provided by the User at the time of registration. This acknowledgment of receipt does not represent a binding approval of the User Application. The acceptance of the User application and the confirmation to access XS Software Games and Services can, however, be sent together with the acknowledgment e-mail.

## **3. Right of Withdrawal**

The User can revoke his/her declaration of intent to enter into a contractual agreement for XS Software Games and Services and to order Premium features from XS Software without stating reasons within a period of two weeks in written form, either by letter, fax, or e-mail. This period shall begin at the earliest upon receipt of these instructions. The sending of the withdrawal within the revocation period satisfies the observance of the cancellation deadline. If the contractual agreement refers to Services offered by XS Software, the right of withdrawal shall expire if and when XS Software has started delivering these Services to the User with his/her explicit consent before the end of the revocation period, or the User has requested that XS Software start the Service(s). If the User has already begun using XS Software Games, Services and/or Premium benefits, the User is considered to have waived his/her right of withdrawal.

Please address the cancellation to:

XS Software JSCo

119 Persenk Str

1167 Sofia

Bulgaria

E-mail: office (at) xs-software.com

If a cancellation is sent by e-mail, the name of the Game and/or Services and, if applicable, the Premium features plus the name of the User must be provided in the subject line of the e-mail.

In case of a valid withdrawal, Services or payments made by both parties must be returned and, if applicable, any associated utilization must be released. This means that payment(s) already made may not be completely reimbursed to the User if he/she used XS Software Games and/or Services before exercising his/her right of withdrawal.

#### **4. Availability**

XS Software guarantees that its Games and Services will be available 90% (ninety percent) of the time on a yearly average. Excluded from this percentage are time periods in which Madmoo.com portal servers, individual Games and/or Services are not available on the Internet due to technical or other problems which are outside the control of XS Software, such as force majeure, third-party fault, etc. as well as periods in which routine maintenance work is carried out. XS Software can restrict access to its Games and Services if required for network security and preservation of network integrity, especially with regard to the prevention of severe breakdowns or interruptions of the network, software or stored data.

#### **5. Access to these Terms & Conditions, Changes and Further Notifications, Contact by the User**

5.1 The User accepts the present Terms & Conditions as binding by submitting his/her User Application and using XS Software Games and/or Services. These Terms & Conditions apply for each login to the Madmoo.com portal, especially when any of the XS Software Games

and/or Services are used. The Terms & Conditions can be printed out or saved onto digital media before sending the User Application.

5.2 XS Software reserves the right to change or amend these Terms & Conditions with regard to future arrangements at any given time, provided this is deemed necessary and if the User is not put at a disadvantage in a breach of good faith.

5.3 The User will be notified in an appropriate manner in writing of the changes made to the Terms & Conditions. As a general rule, such announcements are usually published on the XS Software websites where XS Software Games and/or Services are offered, or by e-mail. Changes to the Terms & Conditions will always be provided to the User with a highlighted announcement at the next login.

5.4 The User can object to the changes made in the Terms & Conditions within 14 days upon publishing the notification and their receipt by the user. If the User does not object to the changes made in the Terms & Conditions after publication and receipt of the notification of these changes in writing within 14 days and submit his/her objection(s) to XS Software, or he/she continues to use XS Software Games and/or Services, the Terms & Conditions which were changed or amended will be considered legally binding with respect to the User. If the User objects within the set time limit, both parties are entitled to terminate this agreement with a one-month notice unless both parties have the right to terminate without notice according to Sec 8.1 already exists. Until termination has been finalized, the original Terms & Conditions will remain in effect. Any payment made for Games and/or Services which extend beyond the termination date will be reimbursed to the User on a pro-rata basis. Further claims by the User are considered invalid.

5.5 XS Software, in the course of informing the User about such changes, will especially inform the User about the possibility of objecting to the changes, cancellation of services, the set time limit and legal ramifications in the case of failing to submit an objection.

5.6 Unless otherwise stipulated in these Terms & Conditions or in other agreements with the User, XS Software will generally communicate with the User by e-mail. The communication with the User by his e-mail can be used to notify him through newsletters about changes in the games, new things, promotions etc. The User will ensure that he/she can receive all e-mails sent by XS Software to the address he/she submitted to XS Software at the time of registration or subsequently. He/she is responsible for settings and maintenance of the spam filter and for regularly checking all incoming e-mail sent to this address. XS Software reserves the right to correspond with Users using whichever form of communication they deem necessary.

5.7 Upon contacting XS Software, the User will indicate which Games and/or Services and which game and/or service account his/her correspondence pertains to.

## **6. Instructions and Rules of the Games**

6.1 Instructions and rules of the Games and/or Services will be published on the Madmoo.com portal or on the websites of the respective Games and/or Services.

6.2 The User is consciously aware that he/she plays together with numerous other Users in online games, and that he/she communicates with different Users of Services over the Madmoo.com portal. In order to ensure successful interaction between the Users in the Games, it is imperative that the rules are observed by all Users. By using XS Software Games

and/or Services, the User thereby acknowledges the rules and participation requirements as legally binding.

6.3 The User will also refrain from undertaking any other activity which could interfere with the normal operation of XS Software Games and/or Services or disrupt the successful interaction between Users in the Games.

## **7. Fees, Payment Conditions, Late Payment**

### **7.1 Online Games**

#### 7.1.1 Basic Version

XS Software provides Users access to the Games in principle as of the creation of a User Account (see Sec. 1.2 above). In this case, the User will initially only be provided with a basic version of the Game. The creation of an Account and the use of the basic version are free of charge. The basic version of the Game can be used indefinitely and without restrictions in Game function, without prejudice to XS Software's right to withdraw the Game. In the basic version, the User does not have full access to all Game features.

#### 7.1.2 Premium features

The User has the option of receiving features which are not available in the basic version (hereinafter referred to as "Premium Features") in return for payment. The Premium Features offered may vary from one Game to another. Information pertaining to the prices of the Premium Features offered, the functions included with these Premium Features and their requirements for use can be obtained from the website of each respective Game.

Depending on the Premium Feature and price, a one-time payment may have to be made in order to credit an Account with features or items which may be used for certain purposes subject to the respective rules of a Game, or to make payments which are due periodically, such as on a daily, weekly, monthly, quarterly, semiannual or yearly basis.

XS Software Games are continually being developed. XS Software therefore reserves the right to offer new Premium Features at any time. In the course of adapting and developing the Games, XS Software also reserves the right to discontinue individual Premium Features and/or to offer them in the basic version (see Sec. 7.1.1 above). If a User has already made advance payments for Premium Features and cannot use these Premium Features because they are no longer offered and/or are also offered in the free basic version, XS Software will offer the User other Premium Features of their choice as a substitute and/or reimburse the sum they have already paid on a pro-rata basis. In this case, the User has the right to terminate the contract with immediate effect. Further claims by the User are considered invalid.

If the User is not of legal age, he/she explicitly guarantees upon ordering such Premium Features that the necessary funds to pay for these Premium Features have either been given to him/her for this particular purpose or for him/her to use at his/her own personal discretion.

If there is a possibility of downloading software to a mobile phone allowing access to individual games, the rules for Premium Features will also apply for payment of these accrued costs.

### 7.1.3 Subscription / Automatic Renewal

If payments for Premium Features are to be made at regular intervals, the User effectively enters into a subscription for these Premium Features that will automatically be renewed if it is not cancelled by the User before the end of the set time limit as stipulated in Sec 8.2 below. The subscription terms are described in the rules for the respective Games.

### 7.1.4 Payment Conditions and Due Date of Payment

XS Software is authorized to ask for advance payment for the use of Premium Features (see Sec. 7.1.2 above). Such payment will be due upon conclusion of the contract and will be debited from the bank account or charged to the credit card account provided by the User, inasmuch as the User has not opted for another form of payment, for example, payment by text message for Premium Features. The amount to be collected will be displayed as “Madmoo.com” or XS Software on credit card bills or bank account statements.

### 7.1.5 Adjustment of Fees

XS Software reserves the right to reduce prices or to offer new products, services or methods of payment at any time either on a temporary or permanent basis. In addition, XS Software is authorized to change prices at any given time with six week’s notice either in writing or by e-mail sent to the address provided by the User. The changed price will take effect if the User does not object to the changed price within six weeks. The contractual relationship will be carried forward according to the conditions and prices which were changed. XS Software, in the course of notifying the User about these changes, will especially inform the User about the possibility of objecting to the changes, cancellation of services, the set time limit and legal ramifications in the case of failing to submit an objection.

If the User objects within the set time limit, both parties reserve the right to terminate this agreement at the end of one month, unless the right to terminate immediately according to Sec 8.1 already exists. Until termination of the contract, the original Terms & Conditions will remain in effect.

Any payment made for Games and/ or Services which extend beyond the termination date will be reimbursed to the User on a pro-rata basis. Further claims by the User are considered invalid.

## **7.2 Late Payment**

In case of late payment, XS Software is authorized to charge interest set at 5% above the current base lending rate. XS Software is also entitled to discontinue Services and to suspend the User’s Account(s) if payment is overdue. During the Account suspension period, no charges for subscriptions which have been entered into will accrue. XS Software, however, is authorized to impose a processing fee for suspending an Account, for informing the User of Account suspension, for reactivating the Account or for creating a new Account upon payment in full. The amount of the processing fees can be found on the Madmoo.com portal by accessing the respective Game and/or Service. The User is entitled to prove that no damage occurred or that a substantially lower level of damage was caused due to late payment.

## **7.3 Direct Debit Reversals, Cancellation Fees**

If XS Software incurs costs and/or losses as a result of User default or insufficient User bank account funds, and/or if XS Software is charged a cancellation fee due to the cancellation of a direct debit payment, the User will bear all cancellation fees generated as a result of these actions. XS Software is entitled to demand payment of the costs incurred from repeated attempts to debit the charges from the User's account together with the original fees. If payment of fees is made by direct debit or credit card, and a debit reversal occurs, XS Software will charge a service fee of EUR 9.60 per direct debit/credit card transaction plus banking fees accrued. The User is entitled to prove that no damage occurred or that a substantially lower level of damage was caused due to late payment.

#### **7.4 No Guarantee of Prizes**

XS Software does not guarantee prizes to Users. In particular, the Users do not have the right to claim the payment of prizes, unless such a claim is explicitly outlined in these Terms & Conditions.

A claim to the payment of a prize can only be permitted if XS Software has explicitly offered/advertised such a prize.

A claim to the payment of a prize also does not exist if XS Software learns that a potential claim to a prize may be the result of technical or legal manipulations and/or the result of any other kind of criminal conduct, in general. By using XS Software Games and/or Services, Users thereby agree that XS Software may conduct a thorough investigation at any time pertaining to the legality of the claim for prizes, and while this claim is under investigation may withhold the payment of the prize from the User without his/her express consent. A claim to a prize will also be forfeited if the User has not complied with the rules of the Game. If there is reason to doubt a claim, it is up to the User to provide sufficient evidence that he/she complied with the rules of the Game. The User acknowledges and explicitly accepts this obligation to provide evidence even when it is not usually common legal practice to do so.

#### **7.5 No Set-off; No Right of Retention; No Cession**

The User may only set off a claim by XS Software for outstanding accounts if his/her counterclaims cannot be disputed or have been declared legally binding. The User can only withhold payment if his/her counterclaim is related to the same Terms & Conditions. The right of the User to assign his/her claims to a third party is invalid.

#### **7.6 Services**

Unless otherwise stipulated in the Service description, Services can be used free of charge.

Furthermore, Sec. 7.1 through Sec. 7.5 apply to fee-based services.

### **8. Term, Termination**

#### **8.1 Indefinite Period of Time**

time unless a limited period of time has been expressly specified in the Terms & Conditions. If a limited period of time has not been specified, each party has the right to terminate the contract at any time with immediate effect according to the respective termination procedure.

## **8.2 Limited Period of Time**

In the event that the Terms & Conditions for using the Games, Services and/or Premium Features have been accepted for a limited period of time (see Sec. 7.1.2 and Sec. 7.1.3), the following regulations shall apply. The contract for using the Games, Services and/or Premium Features will be automatically renewed for the same period of time as the original contract unless the subscription or contract for the use of Games, Services and/or Premium Features has been terminated by the user at least 14 days prior to the end of the term.

## **8.3 Declaration of Reasons; Termination for Important Reason**

The right to terminate the contractual agreement can be exercised by either party without stating reasons.

The parties may also terminate the contractual agreement for using the Games, Services and/or Premium Features for important reasons at any time without prejudice to the above regulations.

In the event that XS Software is responsible for a premature termination of the contractual agreement for using the Games, Services and/or Premium Features for important reasons, the User will receive a pro-rata refund for any payments made by him/her (especially for Premium Features) which apply to the period after the termination becomes effective. All other claims of the User are considered invalid unless otherwise specified in the present Terms & Conditions.

XS Software has the right to terminate the contractual agreement especially for, but not limited to, the following reasons:

- The User is late in paying fees of at least EUR 5.00 and has not paid despite having received two reminders;
- The User knowingly violates any law or the rules of the Games and/or Services, and does not discontinue his/her actions despite having received a warning. A warning is not required in case of a severe offense where it would be unreasonable to expect XS Software to remain bound by the contract;
- The User has not used his/her Account for a period of four weeks despite having received a reminder;

Cases in which it would be unreasonable to expect XS Software to remain bound by the contract generally include the following:

- The User violates criminal law;
- The User violates the prohibition of multi-accounts which may be stipulated in the respective Game's rules (see Sec. 1.2 above);
- The User violates the prohibition of pushing (see Sec. 1.2 above);
- The User violates the prohibition of non-authorised scripts (see Sec. 1.2 above);
- The User deliberately provides false information upon registration (See Sec. 2, User application form) or while completing payment of Premium Features (see Sec. 7.1).

In the event that XS Software correctly terminates the contractual agreement for important reasons, XS Software is entitled to charge the amount of 75% percent of all fees which the User would have had to pay for the rest of the term had the User himself/herself terminated the contract within the set time limit as governed by the contractual agreement. The User's right to prove that no damage occurred or that a substantially lower level of damage was caused due to the termination remains unaffected.

## **8.4 Written Form for Termination**

If there is no option for terminating the contract in the respective Games, the termination must be submitted in written form, whereas e-mail is considered to be in compliance with the requirement of written form. A termination for important reasons can only be declared in written form and must include the reason(s) for the cancellation.

## **9. Responsibilities and Other Obligations of the User; Liability for Information Uploaded by the User; Copyright**

### **9.1 Responsibilities**

The primary responsibility of the User is to pay the accrued fees, unless he/she uses the basic version of the Games and/or Services (see Sec. 7.1.1 above). Another principal responsibility of the user is correctly and completely to submit all information requested by XS Software upon entering into the contractual agreement or during the course of the contractual relation with the User. Therefore, the User declares that all information relating to his/her person or other facts relevant to the contract (especially bank or credit card details) and which he/she provides on the User application or during the course of the contractual agreement are complete and correct to the best of his/her knowledge. The User obligates himself/herself to inform XS Software about any changes to this information without delay. Upon request from XS Software, the User must confirm the information. The User is obliged to follow the game rules. In the case of repeated violation of the rules despite warnings to this effect, or in the case of a severe breach of the rules (see Sec. 8.3.1), XS Software reserves the right to suspend all services immediately and without warning, and to terminate the contract.

### **9.2 Installation of Software**

XS Software is not liable for damages or loss of data on the User's computer which may be caused by the installation of software which does not originate from XS Software.

### **9.3 Further Obligations of the User**

9.3.1 XS Software provides the available Games and Services online for use with a web browser. XS Software neither provides nor installs any of the software required by the user on his/her local computer, especially but not limited to the operating system, web browser(s) or plug-ins such as Flash or Java, if applicable. XS Software also does not provide any support services for such software installations. It is solely the User's responsibility to maintain the computer in a state which enables the use of XS Software's games. Therefore, XS Software does not provide any kind of technical support for the installation of locally-required software.

9.3.2 The User obliges himself/herself to treat all data provided by XS Software for the purpose of accessing the Games and Services (login, passwords etc.) in a strictly confidential manner. The User will inform XS Software without delay if he/she learns or suspects that an unauthorized third party has gained possession of said access data. XS Software advises the User to do this in written form, e.g. via e-mail. In the event that, through the negligence of the User, third parties misuse the access data to gain access to XS Software Games and/or Services, the User will be held liable for any and all fees and charges which are generated. XS Software is entitled to evaluate all entry into an account with the user's data as the entry of the user himself/herself into the account. For reasons of security, XS Software advises that passwords should be changed on a regular basis. The user is solely responsible for the use of his/her account.

9.3.3 In the event that XS Software has a justifiable reason to believe that an unauthorized third party is wrongly in possession of access data, XS Software may, at its own discretion, change the account access data without prior notice or suspend the respective Account. XS Software will promptly inform the rightful User and will, upon request, communicate the new access data to him or her without undue delay. The User has no right to demand that the original access data be restored.

9.3.4 XS Software protects its systems against viruses. Even so, virus infections can never be completely ruled out. Also, it is possible that unauthorized third parties may send e-mails using the name of XS Software without XS Software's consent, and that such e-mails may contain viruses, spyware or links to web content which, in turn, may contain viruses or spyware. XS Software has no influence over such occurrences. The User agrees to check all incoming mail sent or supposedly sent by or in the name of XS Software for potential viruses. The same applies to mails from other Users of the Games or Services.

9.3.5 The User agrees to abide by the instructions of XS Software, its employees, assignees and vicarious agents, especially including but not limited to administrators and moderators of forums for a specific Game and/or Service.

9.3.6 The User agrees that he/she shall not, under any circumstances, use the Account, login name or password of another User.

## **9.4 User's Obligations Regarding Information for Upload**

9.4.1 The User shall exercise due care in the selection of the information which he/she makes available to other Users by uploading it to the Madmoo.com portal.

9.4.2 The User shall not use the Service(s) to distribute content including but not limited to pictures, videos, links, names, words which contain political, religious, insulting, offensive, violent, sexist, pornographic or other objectionable matter, especially including racist, right extremist or left extremist content, persons or depictions. In addition, the User agrees not to use any copyrighted or otherwise legally protected terms, names, pictures, videos, music, games, or other material. In case of doubt, the User shall promptly remove any content challenged by XS Software. XS Software is also entitled to remove such questionable content on its own. The User will always respect any applicable laws and regulations, especially with regard to youth protection, data privacy, protection of personal rights, protection against slander and defamation, copyright laws and trademarks.

9.4.3 The User may not misuse the Service(s) for illegal or unauthorized purposes. It is strictly prohibited to use the account names or e-mail addresses of other Users without their express prior consent for the purpose of sending unsolicited e-mails, promotional messages or for any other commercial purposes.

9.4.4 XS Software is entitled to delete any content submitted by the User in culpable violation of the above-mentioned rules and regulations.

9.4.5 XS Software is especially entitled to delete any information in whole or in part which has been submitted by the User and which gives firm reasons to indicate a breach of these Terms and Conditions, the instructions and rules of the respective Service(s) or are otherwise in violation of applicable law. This, for example, includes but is not limited to:

- information which is explicitly offensive, racist, fanatical, or glorifies violence;
- information which is of a molesting, insulting, threatening, obscene, defaming nature or is libelous to other persons;
- information which is sexist, pornographic or otherwise harmful to under-aged persons, or which contains links to websites unsuitable for under-aged persons;
- information which is false or misleading and/or which is intended to promote illegal activities;
- illegal or unauthorized copies or distributions of a work protected by copyright, such as by providing illegal computer programs or links to illegal computer programs, information on how to bypass copy protection measures, illegal copies of music, links to illegal copies of music or other copyright infringements;
- the sending of junk mails, chain mails and/or unsolicited bulk mails, instant messages, spimming and spamming;
- limited-access pages or pictures which are hidden or password protected;
- promoting or endorsing criminal activities or providing instructions for committing criminal activities, including but not limited to information on the production or purchase of arms, child pornography, fraud, drug trafficking, gambling, stalking, spamming, spimming, distribution of computer viruses and other harmful files, copyright infringement, patent infringement and/or theft of trade secrets;
- soliciting other Users to disclose personal information for commercial or illegal purposes, or inducing them to disclose login data;
- promoting commercial or sales activities, such as contests, raffles, swapping offers, classified ads and/or pyramid schemes;
- providing picture(s) of another person without that person's express consent.

9.4.6 The User is not entitled to demand that such deleted information be restored. Furthermore, XS Software is also entitled to exclude the offending User from continued use of the respective Service(s) and, in case of repeated infringements of the aforementioned prohibitions despite written notice, to terminate the User's Account without prior warning. XS Software reserves the right to make any further necessary and additional claims, particularly the entitlement to damages.

9.4.7 The User will inform XS Software in case he/she becomes aware of an abuse of the Service(s) by other Users or third parties, such as making accessible or sending information which violates this Sect.

9.4.8 To ensure that effective measures can be taken, XS Software requests that such information be provided in writing (e.g. e-mail).

## **9.5 User's Liability Regarding Uploaded Information**

9.5.1 The User is solely responsible for any texts, files, pictures, photographs, videos, sounds, music, copyrighted or other material, information etc. (hereinafter "Uploaded Information") which he/she uploads to the Madmoo.com portal or shares with other users. XS Software neither condones nor approves such information.

9.5.2 XS Software does not have control over the Uploaded Information on the Madmoo.com portal. XS Software does not evaluate the Uploaded Information before it is made public. If XS Software learns that specific Uploaded Information is illegal, it will be deleted promptly.

9.5.3 XS Software disclaims any liability or warranty with respect to the Uploaded Information, especially regarding accuracy, completeness and reliability.

## **9.6 Copyright**

9.6.1 The User maintains all rights to the Uploaded Information. By submitting information to the Madmoo.com portal, the Games or Service(s), the User grants XS Software a non-exclusive, revocable license, free of charge, to publicly offer, display, reproduce and distribute such information.

9.6.2 The User does not grant XS Software any further rights to the Uploaded Information. XS Software is not authorized to use or distribute Uploaded Information outside of the Madmoo.com portal, Games or Service(s).

9.6.3 By submitting information, the User acknowledges and accepts that Uploaded Information on the Madmoo.com portal can be accessed globally through Internet. With the uploading of such information, the User agrees to these conditions.

9.6.4 The aforementioned license ends at that time when the Uploaded Content has been deleted from the Madmoo.com portal and the Services by the User.

## **10. Claims Based on Defects**

10.1 XS Software grants the User access to the Games and Services in their current version only (Sec. 1.2). The User has no right to demand the maintenance or restoring of a particular version or range of functions of the Games and/or Services. The User acknowledges and agrees that the Games and Services provided by XS Software, as with any other software, can never be completely free of errors. Therefore, the Games and Services can only be considered to be defective if their playability or usability is affected severely and over a sustained period of time.

The User shall document any faults in the Games and/or Services and/or other deliveries of XS Software, and to document them fully in writing along with a protocol of the error messages displayed. Before reporting a potential bug, the User shall consult the instructions for the Game and/or Service and any other troubleshooting tools provided by XS Software (especially frequently asked question lists and boards for troubleshooting). The User will use best efforts to support XS Software in any attempts to debug the Game or Service in question.

10.2 The User will notify XS Software in written form of any faults and without delay upon their discovery. Obvious faults in goods – including virtual goods – must be reported to XS

Software in writing within two weeks upon receipt of these goods. To comply with this deadline, it is sufficient that the report is sent within the allotted time. If no notice has been given within this deadline, all claims based on such defects shall be without recourse. To prove that the deadline has been met, it is advised to submit such reports in writing (telex, letter or e-mail) to XS Software.

10.3 XS Software is not liable for defects caused by external influences, faulty handling by the User, force majeure or changes or manipulations which are not performed by XS Software.

10.4 XS Software does not assume any guarantees or warranties.

## **11. Limitation of Liability**

11.1 XS Software is not in any way 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 to life, body, and health. It does not apply in the event that the damage is the result of a breach of a cardinal obligation, an essential obligation or a guarantee. XS Software remains responsible for product liability according to Sec. 44 a TKG.

11.2 Liability for breach of a cardinal obligation or an essential obligation is limited to the damage which could have been foreseen.

11.3 The damage which can be foreseen is limited to EUR 200.00 per Account.

11.4 The aforementioned limitation of liability also applies to the personal liability of staff, employees, assistants and vicarious agents of XS Software, and especially contributors, representatives, organs, shareholders of XS Software and their members.

11.5 XS Software is only liability for consultancy as far as the content of its Games and Services are concerned.

11.6 XS Software distances itself explicitly from the contents of any websites to which there are direct or indirect links from XS Software's sites. XS Software does not assume any responsibility for these contents and/or websites. The providers of the respective sites are responsible for their content.

## **12. Data Privacy**

12.1 Personal User data will be collected, processed and used by XS Software without further explicit consent only for purposes of completing a contract (including billing), as long as XS Software is not required by law to disclose such data. The collection, usage and processing of data are all carried out electronically.

12.2 XS Software, however, reserves the right to inform the User electronically about other games and related services which are offered by XS Software and without the explicit consent of the User but within legal constraints, as long as the User does not object. The User has the right to object at any time without having to incur additional costs other than those costs for delivering the objection at standard published prices.

12.3 For advertising and market research purposes and for designing the Games and/or Services as needed, XS Software creates usage profiles using pseudonyms. The User has the right to object to the processing and usage of his/her data in this manner at any time. At the request of the User, XS Software will immediately provide the User with information free of charge concerning all saved data pertaining to his/her person or pseudonym. In general, this information will be provided to the User via electronic means of communication.

12.4 XS Software is permitted to transmit the User's payment information to other service providers or third parties insofar as this is required for determining User fees and billing. XS Software will inform the User of the name of third party involved. XS Software is authorized to pass on the payment information of a User to a third party charged with collecting payment fees if and when this information is necessary and required to fulfill this purpose. XS Software will not transmit User data or the content of the User's private messages to third parties without obtaining the User's consent, as long as XS Software is not required by law to disclose such information.

12.5 XS Software explicitly warns the User that data privacy and data security for the transmission of data on open communication networks such as the Internet cannot be guaranteed with the current level of technology. The User acknowledges that the provider can view User data stored on websites on the provider's servers and, in certain circumstances may be able to view additional User data, from a technical standpoint, which has been saved there. In certain circumstances, other Internet Users might also be technically able to gain unauthorized access to the network and monitor or control the exchange of information. The User bears complete responsibility for the security and backup of the data he/she transmits over the Internet and/or which are stored on web servers.

## **13. Final Clauses**

13.1 Any and all changes, amendments or the termination of the contract, either partly or entirely, must be made in writing to be considered valid, including any provision to suspend or amend the requirement for using the written form.

13.2 The legal place of jurisdiction is Sofia, Bulgaria, in the event that the user changes his/her legal domicile or habitual place of residence to a location outside the Republic of Bulgaria after the contract has been concluded. These conditions also apply if the legal domicile or habitual place of residence is unknown at the time a legal action is filed.

13.3 The law of the Republic of Bulgaria exclusively applies to all contracts concluded by XS Software based on these Terms & Conditions and to any further kind of claims arising thereof; to the exclusion of provisions pertaining to the UN Convention on contracts for the international sale of goods and to the exclusion of Bulgarian International Private Law.

13.4 If any provisions of these Terms & Conditions are invalid or become invalid, the validity of the other provisions shall not be affected.

Sofia, September 15, 2009

XS Software JSCo

32 Zlatovrah Str, fl 2 & 3

1167 Sofia

Bulgaria

e-mail: office (at) xs-software.com

Managing Director:

Hristo Tenchev

HTC Reg. 200757660

VAT ID No.:BG200757660