

I. General Terms and Conditions (“GTCs”)

A. Scope

1. These General Terms and Conditions apply to and govern the use of all content and services offered by “the Operator”, Funstage Spielewebseiten Betriebsges.m.b.H on the website (hereinafter “the GameTwist website”), in “GameTwist Apps” or otherwise in electronic form, unless different or additional conditions apply or are agreed upon in individual cases. The General Terms and Conditions also particularly apply to such content and services sent, posted or uploaded by users to the GameTwist website, including e-mails, SMS (text messages), forum contributions, chat messages and images (“User Content”), as well as to the acquisition of virtual goods and virtual currencies. GameTwist Apps are mobile applications which the user can obtain from third-party suppliers. GameTwist Apps allow the user to use games on mobile smartphones and tablet devices.
2. The type and mode of use, particularly by means of a computer, mobile devices and/or other hardware or software, will not affect the validity of the General Terms and Conditions.
3. The Operator, i.e., Funstage Spielewebseiten Betriebsges.m.b.H, explicitly reserves the right to change the General Terms and Conditions at any time.
4. The user confirms that he/she fully acknowledges these GTC in the course of registering on the website by selecting the check box “I accept the GTC” and pressing the “Registration” button and, at the same time, declares his/her explicit agreement with these GTC by selecting the check box “I accept the GTC” and pressing the “Registration” button.
5. The user confirms that he/she fully acknowledges and expressly accepts these GTC in the course of installing and using a GameTwist App.
6. In the event of discrepancies between the English version and the German version of this document, the German General Terms & Conditions (Allgemeine Geschäftsbedingungen) will take precedence. This also applies to all game instructions and any texts found on the website.

B. Place of Contract Formation and Jurisdiction

1. All legal relationships between the Operator and the user are governed exclusively by Austrian law, excluding the reference provisions of Austrian international privacy laws and the UN Sales Law, unless the excluded law is more favourable for the user, as in the case of Regulation (EC) 593/2008 on consumer law, for instance. The place of performance is Vienna.
2. Provided that this is legally permissible, it is agreed that the court having jurisdiction over the 1st district of Vienna shall be the place of jurisdiction for any disputes arising from or in connection with the existence, formation or termination of this contract between the user and Operator. Users who are consumers within the scope of the Austrian Consumer Protection Act – and are either (i) habitually resident in Austria, (ii) domiciled in Austria or (iii) employed in Austria – can only file a lawsuit against the Operator before the competent court in the relevant location, where (a) the user in question is habitually resident, (b) the user in question is domiciled or (c) the user in question is employed.

C. Company’s Purpose

1. The Operator offers a gaming platform on the GameTwist website (hereinafter “the Website” or “GameTwist”). The gaming platform allows users to participate in the games by registering for an account. In addition, the Operator offers GameTwist Apps within which the user can apply for an account or use an existing Website account. The same account can be used on the Website and in the GameTwist Apps. Separate regulations concerning GameTwist Apps can be found under Point M. Detailed information about the services covered by the GameTwist Apps can be found in the FAQ section of the GameTwist website.

2. The Operator can also, at its own discretion, make access to the gaming platform, games, GameTwist Apps and content offered therein, and GameTwist services subject to specific conditions (such as a particular account type), which shall be communicated on the Website on a case-by-case basis. Furthermore, access to the gaming platform and games, the GameTwist Apps and the content and/or services offered therein may be temporarily or permanently limited at any time, which shall be communicated on the Website on a case-by-case basis.

3. The Operator reserves the right to extend, change, supplement or limit the available range of services at any time.

D. Conditions of Participation

1. The right to participate in the games and use the services provided on the Website and in the GameTwist Apps exists only to the extent actually offered by the Operator in each case, taking into account all conditions and/or limitations introduced by the Operator. Such limitations and/or conditions can apply to all users, user groups and individual users. The scope of services concerning the games offered within the GameTwist Apps does not correspond with the scope of services on the Website and the games offered therein.

2. The user is solely responsible for the technical configuration of the user’s end device. The Operator offers users free e-mail support and a support hotline subject to a fee. There is no guarantee of the continuous availability of the hotline or that e-mails will be answered within a certain period of time. The tariffs for the hotline can be found on the Website.

3. Any additional benefits beyond the aforesaid offered free of charge do not form part of the performance obligations and may be discontinued by the Operator at any time.

E. Registration

1. Account

1. Users may open an account by properly completing the registration process on the GameTwist website or within the GameTwist Apps. This account can be used on the GameTwist website and in the GameTwist Apps. You must have an account to use the bonus system when using the GameTwist Apps.

2. Each individual may only open one account. The registration of an account is free of charge and allows the user to access games and the following features:

- Access to the games on the Website and in the GameTwist Apps
- Creation of a personal player profile
- Use of the GameTwist challenge system on the Website

- Acquisition of bonus points (“Twists”)

2. Registering for an Account

2.1 Registration must include the following details, which must be stated correctly and completely without providing any misleading information:

- a. personal and confidential pseudonym (“username”, “nick”) – the user is not entitled to any specific nick. The username must be unambiguous and distinct. Offensive, immoral, objectionable or National Socialist etc. names and names that glorify violence are not permitted. Names that contain or clearly suggest internet links and account names that allege the user has certain enhanced rights (e.g. in a role as administrator) are also not permitted. The Operator reserves the right to prohibit, block and remove any unacceptable username at any time. The account will be unblocked once the user has changed the username to a permitted “nick”.
- b. Password – the user is not entitled to any specific password.
- c. Email address – by checking the box to subscribe to the newsletter, the user gives his/her consent to receive e-mails from the Operator and its partners. Such consent can be revoked at any time in the user’s personal settings.

2.2 Use of account features is possible by means of the activation link sent by e-mail together with the acknowledgement of registration. Until the account has been activated, the user will neither be able to participate in games nor purchase Twist Packs in the shop.

2.3 The contract between the user and the Operator on the use of the content and services offered on the GameTwist website and in the GameTwist Apps is formed upon proper completion of the registration process on the Website or through use of a GameTwist App.

2.4 Should any information provided by the user prove to be false, the Operator is entitled to bar the offending user wholly or in part (and even indefinitely) from using the services and/or content, and may refuse to issue any Twists won by the user.

2.5 The user undertakes to keep his/her personal data up to date at all times and to correct the user data on the Website by following the link “Change Data” in the event of any changes of name, address, e-mail, etc. The user is also responsible for protecting his/her access data against unauthorised third-party access. Any actions carried out via the account of the user or under the user’s name shall be attributed to the user.

F. Property Rights to Content

1. By registering an account and/or using the services and/or content provided by GameTwist and the GameTwist Apps, the user acknowledges that the entire content of GameTwist and the GameTwist Apps is the sole and unrestricted property of the Operator. The user undertakes to use the Website, GameTwist Apps, services and any related content and information exclusively for the intended personal, private purpose, and to refrain from changing, copying, publishing, distributing or otherwise exploiting any of the aforementioned resources. The user further undertakes to refrain from interfering with the Website,

GameTwist Apps, services and any related content and information by any technical means whatsoever.

2. Any User Content (such as photos, questions, suggestions about games and organisational processes, etc.) transferred directly or indirectly by the user to the Operator via GameTwist and/or the GameTwist Apps shall become the sole and unrestricted property of the Operator. No entitlement to compensation shall arise. The transfer of User Content of any kind, including the technical and tactical sequences of the games themselves, by the user constitutes a transfer of rights to the transferred content.

G. Proper Conduct

1. Improper conduct on GameTwist and GameTwist Apps is strictly prohibited and includes but is not limited to:

- breaking the rules regarding communication between users (see point H);
- deliberately submitting false or misleading information;
- any attempt to influence the result of a game by collusion, tampering with the program or by any other means contrary to the rules;
- causing malfunctions or failure deliberately in order to influence the course of a game;
- creating several gaming accounts for one person;
- breaking any other rules set forth in the General Terms and Conditions.

2. The user shall, in particular:

- make no attempt to decompile or reproduce the gaming software used on the GameTwist website and in the GameTwist Apps, not interfere with these in any other way, and not develop any software that interferes with the gaming software used on GameTwist, in the GameTwist Apps and as part of client-server communications;
- not use any type of software that permits the use of artificial intelligence or allows opponent profiling or user collusion;
- not use any software that, at the Operator's sole discretion, is regarded as a program that allows a user to cheat or gives a user an unfair advantage over another player;
- use the games and services at the GameTwist website exclusively through an internet browser;
- refrain from using any scripts which are not authorised by the Operator;
- not use any software that allows the user to analyse or reproduce the Website, the GameTwist Apps or individual games, or that allows the user to interfere with the Website, the GameTwist Apps and the games and/or their programming in any other way;
- not use any program causing an excessive burden on the server.

3. If required, the Operator reserves the right to take the necessary steps to detect and prevent the use of such software by users, including but not limited to identifying and locating the programs installed on the user's computer or (mobile) end device, or profiling a player's behaviour for the purposes of an investigation. Should the Operator detect or suspect with good reason the use of such prohibited software, the Operator shall be entitled to freeze the relevant user's account for a period of at least six (6) months, to withhold any virtual goods and currencies in that account and/or to declare them as revoked and/or to suspend the player wholly or in part, temporarily or permanently, from the Operator's website, the GameTwist Apps and any other services and content of the Operator or its associated companies.

H. Communication and Other Conduct between Players

1. The user is responsible for ensuring any User Content generated by him/her does not violate any legal provisions or third-party rights. Specifically, the user undertakes to respect the privacy of other users, and to refrain from posting any offensive, immoral, objectionable, National Socialist, racist, xenophobic, discriminatory, pornographic, or sexually degrading statements or content, or statements that glorify violence, as well as any kind of threat or harassing behaviour.

2. The following is also prohibited:

- the distribution of advertising;
- conducting surveys;
- the distribution of chain letters;
- the use of the term “administrator”;
- spreading viruses, worms, etc. and any other activity affecting other computer systems and programs;
- messages that serve the exclusive purpose of spreading religious, political and ideological convictions;
- bothering other users by entering senseless combinations of characters, etc.;
- deliberately blocking games and communication processes in any way.

I. Sanctions for Improper Conduct

The Operator reserves the right to instantly terminate the contract of any users who conduct themselves contrary to the rules stated in these General Terms and Conditions. The Operator also has the right to terminate any ongoing games, block an account or ban a user with or without prior notice and delete or withhold Twist credits where applicable.

J. Termination

1. Both contracting parties, i.e. both the user and Operator, may terminate the contract with immediate effect at any time and without stating a reason. To do this, the user must send an e-mail with his/her name and account name to support@gametwist.com. The deletion of the account will be carried out once the security question has been answered correctly. If the correct answer to the security question cannot be provided, a copy of a current and official proof of identity must be sent to support@gametwist.com. The details on the ID must match those in the account. In terminating the contract, the user loses all claims to his/her account and to any services, content, virtual goods and virtual currencies that are revoked upon termination.

2. Should an account not be logged into over a period of six (6) months, it will be deleted due to a lack of activity. However, before the deletion is carried out, at least two notification e-mails will be sent to the account holder using the e-mail address recorded in the account data. In deleting the account, the user loses all claims to his/her account and to any services, content, virtual goods and virtual currencies, which are revoked upon termination.

K. “Twists” (Bonus Points)

1. Users are awarded bonus points called “Twists” for undertaking certain actions. Twists can be acquired and used in the various games on the Website and in the GameTwist Apps.

2. Within the GameTwist Apps, Twists may also be acquired via a “guest account”.
3. Twists are awarded according to a system that is explained in detail in the “FAQs” under Help on the GameTwist website. The Operator reserves the right to make changes to the system at any time.
4. The user has the opportunity to acquire Twists without charge for his/her activities on the Website and in GameTwist Apps. Twists are also available for a fee in the website shop and through the GameTwist Apps. For further information on this topic, please see point M – Virtual Goods.

L. GameTwist Apps

1. The Operator offers selected games both on and off the Website as downloads for the user’s mobile devices. The technical configuration of the user’s devices used for that purpose is the sole responsibility of the user.
2. GameTwist Apps are only offered for smartphones and tablet platforms.
3. Third-party suppliers offer GameTwist Apps. Consequently, the conditions of the relevant third parties apply.
4. By installing the GameTwist Apps, the user agrees to make the following details concerning his/her end device available to the Operator anonymously for the purpose of error correction and app quality improvement: version number of the GameTwist App used, end device model and version number of the operating system, free capacity, process cycle of the app, display characteristics, hardware configuration and software environment, system settings, system log file and, if applicable, information on the inbuilt radio receiver and its configuration.
5. In the GameTwist Apps, there is a difference between a guest account and a standard account. Guest accounts allow the user to use the app, but limit his/her use of the bonus system. Once the user completes his/her registration, a standard account will be created. All Twists acquired on the user’s guest account can be transferred to his/her standard account following registration.
6. Upon proper completion of the registration process in a GameTwist App, the user will also be able to automatically access GameTwist games on the Website using the same access data.
7. GameTwist Apps are downloaded on the user’s end device via an internet connection. The connection costs applied may vary depending on the mobile operator or internet service provider and the user is charged separately by them. It is explicitly stipulated that the connection costs charged by mobile and internet service providers (and possible basic fees) are not included in the scope of the Operator’s services and users will be charged for them separately by mobile and internet service providers.
8. The range of GameTwist Apps can be seen on the Website. The Operator reserves the right to change, reduce or expand the range of GameTwist Apps at any time, as well as to change the price of the GameTwist Apps at any time, without stating a reason. Furthermore, the Operator has the right to no longer offer GameTwist Apps at its own discretion. In exercising that right, the Operator has no obligations whatsoever towards the user. The user has no claim

to compensation if the GameTwist Apps that he/she downloaded are no longer offered or are offered under limited or changed conditions.

9. The GameTwist Apps are protected by the copyright and trademark rights of the Operator. The user is allowed to save GameTwist Apps on his/her end device. Any other form of saving, copying, any other duplication, editing or distribution of the game by the user is strictly forbidden.

M. Virtual Goods

1. On the Website and in GameTwist Apps, the Operator allows users to acquire and use virtual goods and/or virtual currencies. The goods and currencies offered may vary depending on the type of game.

2. The user has the opportunity to acquire the right to use virtual goods on the Website and in the GameTwist Apps by paying real money or using virtual currency. The acquisition of virtual goods or currencies solely grants the user the right to use them within the scope of and in accordance with the game; acquiring any further rights to the acquired goods or currencies (e.g. ownership) shall be excluded. The object of purchase is exclusively a licence which is limited in terms of time, content and location to the use of the relevant goods and currencies within the scope of and in accordance with the respective game. The virtual goods and currencies which can be acquired within the framework of the GameTwist Apps are also available on the GameTwist website via the user account. The virtual goods and currencies that can be acquired by the user on the GameTwist website are also available within the GameTwist Apps.

3. The virtual currency in the game “Slots-Pharaoh’s Way” is known as “credits”. Credits are required to play and can be obtained using the user’s Twist credit. Credits cannot be exchanged for Twists.

4. Irrespective of which terminology is used on the website, in the GameTwist Apps or in the games, a user purchasing virtual goods or currencies exclusively acquires a licence in accordance with these General Terms and Conditions which is limited in terms of time, content, and location to the use of these virtual goods or currencies within the scope of and in accordance with the respective game. Any refund, redemption or compensation in real money is excluded. In case of violation of these General Terms and Conditions, the Operator is entitled to withdraw and revoke any and all of the licences granted for the use of virtual goods or currencies. Upon termination of contract for any reason whatsoever, any and all licences granted for the use of virtual goods and currencies shall expire. Any virtual goods/currencies still available to the user upon termination shall be forfeited. The user shall not be entitled to any compensation.

5. The user is forbidden from transferring his/her player account and any virtual goods and currencies held therein to any third party. The player account for use of the services provided on the Website or GameTwist Apps, any data on the Operator’s servers and any User Content are the sole and unrestricted property of the Operator.

6. The virtual goods and currencies on offer can be found on the Website and/or within the GameTwist Apps. The Operator reserves the right to change, reduce or expand the range of virtual goods and currencies at any time, as well as to change the price of the goods and currencies at any time, without stating a reason. Furthermore, the Operator has the right to no

longer offer goods and currencies or to offer them either free of charge or for a fee, at its own discretion. In exercising that right, the Operator has no obligations whatsoever towards the user. The user is not entitled to any compensation should the goods and currencies he/she uses be withdrawn or provided under different conditions, regardless of whether said goods and currencies are offered on a temporary or permanent basis. Moreover, the Operator has the right to delete or change the player account and its associated player history and/or virtual goods and currencies at any time and without giving a reason. In such cases, the user is entitled to terminate the contract with immediate effect. Any further claim by the user is excluded.

7. Payment for virtual goods and currencies can be made on the GameTwist website using one of the payment methods available in the shop. Within GameTwist Apps, virtual goods and currencies can be acquired from third-party providers. Minors are required to obtain their legal representatives' consent and ensure that sufficient funds are available to pay for the virtual goods and currencies.

8. To obtain virtual goods and currencies on the GameTwist website, the user must provide the following personal information:

- a. Name and surname
- b. Date of birth
- c. Gender
- d. Address
- e. Telephone number
- f. Security question and answer

This shall not apply to users of the GameTwist App, since virtual goods and currencies are acquired via third-party providers.

9. The main currency for payments of virtual goods and currencies on the Website is the Euro (€). Other currencies are also available. The prices for virtual goods and currencies are displayed in the currency of the user's country, provided that this currency is supported by the Website. If the user uses a currency other than the Euro, the exchange rate at the time of the payment is applied when converting into Euros. All figures in any currency other than the Euro shall be calculated by applying the current exchange rate of the European Central Bank.

10. Payment for virtual goods and currencies with real money can be made via different payment methods found on the Website or within the GameTwist Apps using the payment methods of third-party suppliers. The Operator reserves the right to change the payment methods available without giving a reason. The Operator further reserves the right to set specific prerequisites for the use of certain payment methods. The Operator offers no guarantee for the uninterrupted availability of all payment methods.

11. Virtual goods and currencies shall be considered paid for as soon as the account of the Operator has been irrevocably credited with the corresponding amount. All account and/or monetary transactions are checked by the Operator without assuming any liability. Any suspicious account and/or monetary transactions will be reported to the appropriate authority.

12. The Operator reserves the right, at its own discretion, to refuse the allocation of virtual goods and currencies or to set limitations on the number of goods and currencies or on the total amount. In case of suspicion of fraud or violation of laws or these General Terms and

Conditions, the Operator has the right to freeze acquisition processes and the related payment transactions until the situation has been clarified. The conditions set forth in Point I shall also apply.

13. The Operator is entitled to publish all pictures and videos transferred by the user in the game (wholly or in part) and to report on them in any way while mentioning the user's nickname. This also applies to videos, pictures, etc. created by the user. When transferring or creating videos or pictures, the user explicitly agrees to this reporting and irrevocably grants the Operator all exclusive rights of use, exploitation, publication, editing and reproduction for the aforementioned reporting, free of charge and without limitation as to the subject matter, time and location. Any claim for compensation by the user shall be excluded.

II. DATA PROTECTION

1. Upon registration, the user grants the Operators the explicit consent to use the data provided during registration, as well as to save and process non-personal usage data. The Operators agree to abide by the relevant legal data protection regulations in handling user data. The data is processed automatically, and will not be disclosed without the written consent of the user. In cases of abuse, the right is reserved to forward this data to law enforcement authorities if necessary for legal purposes.

2. The Operator is entitled to save and analyse connection data, and specifically source and destination IPs and all other log files, in order to protect its own systems and mobile devices, as well as those of third parties. The Operator is also entitled to keep usage statistics (which is accepted by the user during registration), provided that they are not specific to any individuals.

3. The Operator uses cookies, retargeting cookies and tracking tools to adapt the Website and the apps to the needs of individual users and to continuously develop and optimise their design and quality.

a. Cookies and Retargeting Cookies

Cookies are small files that are saved on the user's hard drive or mobile device when they visit the Website or the GameTwist Apps. Retargeting cookies collect information about the user's browsing habits (within and without the Website and GameTwist Apps) as well as sociodemographic data (e.g. the user's age and gender).

These cookies record which games the user plays, as well as how often (times of day, weekdays) and for how long the Website/GameTwist App and their individual games are used. Sociodemographic data such as the user's age and gender is also saved. The data saved via the cookies is viewed, processed and used by the Operator to adapt the app to the behaviour, needs and interests of the user in question and to compile statistics and establish user groups. This data is also used for the targeted placement of third-party advertising. The data saved is continuously updated and enhanced depending on the user's behaviour.

The user agrees to the use of cookies and retargeting cookies by the Operator. Furthermore, the user expressly agrees that the data provided by and received from him/her (e.g. age and gender) will be processed automatically (e.g. electronically via cookies).

b. Tracking Tools

Tracking tools are services from third-party providers that help the Operator to statistically

evaluate and analyse user behaviour. The Operator uses the results of this to optimise and develop the Website and GameTwist Apps. The tracking tools used are MobileApp Tracking (MAT) by Tune, Adobe Analytics and Facebook App Tracking, Kissmetrics and Google Analytics.

4. The Operator employs all technically feasible measures to protect the user data it saves, but shall not be held liable should any third parties unlawfully gain possession of this data and exploit it. Any liability of the Operator for loss or damage suffered by the user or a third party in any such context is excluded by mutual agreement.

5. The user may view his/her saved personal data at any time by accessing his/her user settings on the GameTwist website and, to a limited extent, within the GameTwist Apps.

6. The user has the right to change or delete his/her data at any time. The Operators undertake to actually delete any data that is requested to be deleted by the user. The deletion of compulsory data required for account registration automatically entails deleting the respective player account.

7. The Operator ensures that data processing during payment transactions conforms to the guidelines of the PCI DSS (Payment Card Industry Data Security Standard).

III. LIABILITY and WARRANTY

1. Claims for damages against the Operator, against its associated companies, against the agents of the Operator in connection with the services and content offered on the GameTwist website, and in connection with the GameTwist Apps and the services and content offered therein are excluded, unless the relevant loss or damage is caused by the Operator, its associated companies or its vicarious agents due to gross negligence or deliberate action. This limitation of liability does not apply to personal injury.

2. The Operator, its associated companies and/or its agents and its GameTwist Apps business partners shall be liable for damages beyond the scope of application of the Product Liability Act in accordance with the relevant statutory provisions.

3. The Operator assumes no liability for loss or damage of any kind arising from the improper use of the account by the user. The Operator is not liable for any damage whatsoever arising from the improper use of the account by a third party (i.e. persons other than the Operator, the Operator's agents or associated companies, or the user), provided that the improper use by said third party is not caused by the gross negligence or deliberate action on the part of the Operator.

4. The Operator assumes no liability for any loss or damage due to circumstances beyond its control (e.g. acts of God).

5. The Operator assumes no liability for User Content, but reserves the right to delete any content that infringes upon the conditions of use or any legal provisions as soon as any such content becomes known, and to pass any such infringing content on to the appropriate law enforcement authority upon the instructions of the court or authority.

6. The user is obliged to inform the Operator immediately in the event of any violation of these General Terms and Conditions. In the event of any violation of these General Terms and

Conditions, the user is also obliged to free the Operator of any responsibility for resulting damages or claims by third parties, and to reimburse any losses, costs or damages. This shall not reduce or limit the Operator's duty to mitigate loss or damage.

IV. OTHER TERMS

1. The Operator reserves the right to extend or change the services offered at any time.
2. The user explicitly accepts that the ranking lists may not reflect the actual capability of players, as almost every game offered involves luck even if only as a secondary factor. The Operator further warrants that the generation of random numbers is based on an internationally renowned random generator and is in no way manipulated by the Operator. Further information about the random generator is available via e-mail from our support team.
3. Revisions of the General Terms and Conditions will be provided on the gaming website. Any objection shall lead to automatic termination of the contract. The user is obliged to check the current General Terms and Conditions on a regular basis. When using a GameTwist App, the user is obliged to actively check for the latest version of the General Terms and Conditions.
4. No communications and declarations concerning this contractual relationship shall be deemed effective unless made in writing and sent by post, e-mail or via the Website.
5. The user will promptly notify the Operator of any changes to personal data by correcting his/her user data on the Website. In the event that the user fails to inform the Operator of any such changes and, as a result, does not receive any legally relevant declarations or statements sent from the Operator to the mailing address or e-mail address communicated previously, any such declarations or statements shall be deemed received.
6. Upon registration for or use of GameTwist and/or the GameTwist App, every player acknowledges the exclusive (intellectual) property right of the Operator to the General Terms and Conditions.
7. If any of the provisions and conditions of the contract is or becomes legally ineffective, the remaining parts of the contract shall remain in full force and effect, unless adherence to the contract would entail an unacceptable hardship for either party.
8. In Great Britain, our Support Team is reachable on the following numbers: 09116132587 (premium rate number) and +44 2070372404.