

Terms of Use

1. Subject-Matter
2. WN Media Group or WNMG (WN Media Group LLC, registered office: 197198, Russia, St.Petersburg, Bolshoi Prospect PS, office 300, postal address: 197198, Russia, St.Petersburg, Bolshoi Prospect PS, office 300) provides users with an opportunity to play games and use related services (also jointly referred to hereinafter as “WN.Games Services”) on various platforms on the Internet.
3. Any individual agreement reached with the user and any applicable WN Media Group Special Terms take priority. In all other respects, the following General Terms of Use apply when using games and services provided on the respective platform.
4. Any terms and conditions prescribed by the user are excluded.
5. Games may only be played on the platforms provided, via the access made available by WNMG, and in accordance with the applicable rules.
6. Contract Closure, Term
7. The contract between WNMG and the user on using one or more WNMG’s Services (referred to hereinafter as “License Agreement”) is brought about as soon as the user accepts these General Terms of Use on using one of WNMG’s games on a specific platform. In each case, a License Agreement is brought about for a single platform (e.g. a specific social network or operating system), and it may cover one or more games. Several License Agreements exist concurrently if the user plays games from WNMG on different platforms. The user may not transfer the License Agreement or the content thereof, its account data and/or any related claims.
8. Any individual who is appropriate age on the effective date of the License Agreement may become a user. Minors may only conclude a License Agreement with the consent of a parent or guardian. The user must provide all the data required accurately and in full, and keep it up-to-date at all times. At any time WNMG is entitled to demand adequate proof of the user’s identity and age of majority or of consent from a parent or guardian, or to make using specific functions contingent upon such proof.
9. A License Agreement is concluded for an indefinite period. The user may terminate the License Agreement by deleting its account or the application. WNMG reserves the right to terminate the License Agreement and refuse WNMG’s Services to any user for any reason, in its sole discretion. WNMG reserves the right, in its sole discretion and without liability, to reject, omit or exclude any user for any reason at any time with or without notice to the user.

10. The right of both contractual partners to give extraordinary notice for important cause remains unaffected. An important cause shall be deemed the case if the user defaults in payment of any fee and still fails to pay despite being sent a reminder, or culpably commits any breach of duty that is more than merely insubstantial.

11. On termination of the License Agreement the user's account is deleted, thus disabling access to WNMG's Services. The user is not entitled to have deleted data restored, even on re-registering. The user is not entitled to any refund insofar as it has already made use of the services provided by WNMG (e.g. coins, virtual goods).

12. Content & Scope of License Agreement

13. Under the License Agreement, the user is authorized to put WNMG's Services to personal use for a limited period in accordance with the respective terms stipulated. WNMG's Services are put at the user's disposal along with the available functions in each case; no right to have certain functions provided exists. WNMG is entitled at any time to alter content or functions (e.g. by way of patches, updates or modifications).

14. No warranty of any specific availability is given for WNMG's Services. In particular, downtimes may be caused by technical problems beyond WNMG's control. Maintenance work may impair availability; insofar as is possible, it shall be carried out paying consideration to users. In addition, unannounced maintenance measures may be necessary, such as in the event of unpredictable failures (e.g. due to attacks, viruses). No warranty can be given that the software used by WNMG is entirely devoid of errors. The user is not entitled to demand that WNMG's Services be provided or kept in a given condition. User also understands and agrees that from time to time the WNMG Service hereunder may be inaccessible, unavailable or inoperable for any reason. User understands and agrees that WNMG is not responsible for the functionality of any third-party website or interface. Terms of the License Agreement are subject to WNMG's Services. Failure to deliver because of technical difficulties does not represent a failure to meet the obligations of the License Agreement. WNMG reserves the right to discontinue offering any WNMG Service at any time.

15. WNMG's Services may be fee-paying or free of charge. WNMG shall always draw adequate advance attention to fee-paying services.

16. By way of a fee-paying service, WNMG may offer certain units or virtual currencies (e.g. in the form of coins, WNMG cash or points) under a License Agreement or for individual games, which may be used accordingly depending on the agreed terms and the game's setup. These units or virtual currencies constitute an element of the game and are thus of no monetary value. In particular, alterations to WNMG's Services may result in changes in how they may be used. Trading or exchanging the units or virtual currencies into real money is excluded.

17. Under a License Agreement or for individual games, WNMG may also offer individual functions, add-ons, short cuts or virtual goods as a fee-paying service. Some of these paid features may also be used in exchange for units or virtual currency (see 3.4 above); changing them back again is excluded in each case. The user may use a fee-

paying feature in accordance with the terms agreed in each case. For the avoidance of doubt, the user is granted a non-exclusive right to use the respective function for a limited period. The limited period is either apparent from the nature of the respective feature, or otherwise ends on termination of the License Agreement.

18. Units pursuant to Item 3.4 or features pursuant to Item 3.5 are not transferable and may not be otherwise used elsewhere, unless this is permitted under the rules of the game. Transferral in exchange for financial advantages is inadmissible at all times.

19. Whenever units pursuant to Item 3.4 or features pursuant to Item 3.5 are provided by WNMG free of charge, the user may not derive any rights whatsoever there from. WNMG may therefore demand back or erase the units or features concerned at any time.

20. The user is only granted the right to use WNMG's Services personally. WNMG retains all proprietary and other rights (including intellectual property rights) in WNMG's Services. The user is not entitled to extend its scope of usage, to assign its license, License Agreement and account, to grant sub-licenses and/or to alter, pass on or sell WNMG's Services or otherwise make them accessible to third parties.

21. User's Obligations

22. The user is under obligation when using WNMG's Services to comply with License Agreement and WNMG's requirements. Any instructions and notes issued by WNMG are to be heeded by the user as amended at the time. The user is to report to WNMG immediately if it gains knowledge of any breach of duty by another user or of any violation of WNMG's requirements. If the user commits any breach of duty, WNMG may take appropriate measures (e.g. issue a warning, block or erase content, disable the user's access, or give notice pursuant to Item 2 above).

23. The user is liable without restriction for its own conduct and its own account and for any conduct under its own account. Any actions committed under user's account are considered to be committed by the user. This applies in particular to any contributions posted and any content used under user's account (e.g. photos); if in doubt, the user is bound to verify beforehand that they do not violate statutory regulations, or breach public policy or infringe third-party rights (e.g. copyright, data protection rights) anywhere in the world. WNMG is under no obligation to also check their accuracy or verify their legality. As a matter of principle, WNMG does not adopt as its own any information posted by users or third parties.

24. On posting content with WNMG, the user assigns to WNMG in perpetuity all the required rights without any restrictions in terms of territory. Depending on the content, this may include WNMG's authority to store, adapt or modify the content and make it perceptible to the public. The user shall only be entitled to demand subsequent erasure of the content it has posted on WNMG if there are important reasons for doing so.

25. The user releases and discharges WNMG from all and any claims that are asserted on WNMG by third parties due to any breach of duty or infringement of rights that is committed by the user, unless the user is not responsible for such breach or infringement. Reasonable costs for defending and asserting rights must also be refunded.

- 26.** Access data and account data must be kept secret by user; this does not include disclosure to statutory representatives.
- 27.** Creating or using hacks, cheats or other tools that alter WVNMG's Services or affect the gaming experience is not permitted. Similarly, the user is prohibited from any manner of cheating, exploiting errors or bugs, and using exploits.
- 28.** The user may not disrupt the gaming procedure at WVNMG, or employ any mechanisms or use any software or take any measures that might disrupt or damage the functioning of WVNMG's Services or render it less efficient.
- 29.** Exchanging, offering or selling elements of WVNMG's Services (e.g. units, virtual currency, coins, WVNMG cash, points, virtual goods) outside WVNMG's Services is not permitted.
- 30.** Spying out WVNMG, its platforms or other users (e.g. by employing tools, emulating protocols, or tunnelling) and illegally collecting data during use of WVNMG's Services are prohibited.
- 31.** The user may not alter or modify WVNMG's Services beyond their designated usage.
- 32.** Using, copying and passing on WVNMG's Services is expressly prohibited, unless WVNMG has expressly granted permission. Mention of WVNMG's name and its trademarks may not be removed or altered. The user is not allowed to circumvent technical measures for protecting WVNMG's Services or to decompile or disassemble WVNMG's Services with the aid of software, IT systems or in any other manner.
- 33.** The user may not use WVNMG's Services for any commercial purpose.
- 34.** The user may not post or use any content on the platform (e.g. user name, texts, pictures, photos, videos) that breaches statutory regulations or infringes third-party rights.
- 35.** The following are all prohibited:
 - 1.** Insults, libel and slander in relation to other users, WVNMG's employees and third parties; fraudulent content; inciting illicit behaviour; threats, coercion and personal attacks; provocative and aggressive utterances.
 - 2.** Unethical, obscene, indecent and pornographic content (e.g. pictures and descriptions of violence or injuries; nude pictures or drawings; texts relating to sex or lewd objects or behaviour); deprecating or discriminating comments; content glorifying violence; and content apt to encourage or glorify hatred, violence or discrimination.
 - 3.** Curses and swear words; harassing WVNMG, other users or third parties, e.g. with junk mail, spam or chain letters; all manner of advertising; publishing identities, personal or confidential data as well as individual communications without the permission of the person(s) concerned. • The user may not provide, describe, apply, circulate, support, link or specify the source of any malware (e.g. computer viruses, Internet worms, Trojan horses, hoaxes, dialers).
- 36.** Payment
- 37.** Insofar as a fee is charged for the provision of WVNMG's Services, the payment in each case is indicated in the game and agreed by and between the contracting parties.

The prices given include all the taxes. In addition, WNMG is entitled to alter pricelists or future prices for WNMG's Services at any time.

38. For all WNMG's Services for which a fee is charged, all the means of payment approved in each case are accepted. WNMG is entitled to change the means of payment at any time. On effecting payment, the user is under obligation to provide correct details. WNMG is not obligated to verify the details provided by the user; WNMG's Privacy Policy specifies its use of personal data.

39. The user must refund to WNMG all and any costs and expenditures that are incurred on WNMG for collecting payments (e.g. bank charges, service fees).

40. Payment for the respective period of use is due and payable in advance.

41. Limitation of Warranties and Liability

42. Disclaimer of Warranties: ALL SERVICES PROVIDED BY WNMG ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WNMG MAKES NO WARRANTIES, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. WNMG IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL.

43. Limitation of Liability: UNDER NO CIRCUMSTANCES SHALL WNMG BE LIABLE TO USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF WNMG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED HEREIN. IN NO EVENT SHALL WNMG'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED ANY PAYMENT ALREADY MADE BY THE USER. REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST WNMG MORE THAN ONE (1) YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.

44. Consideration: USER ACKNOWLEDGES THAT WNMG HAS AGREED TO PRICING IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THESE CONSIDERATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. PUBLISHER AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER.

45. For WNMG's Services that are free of charge, WNMG's liability for simple negligence is excluded.

46. Final Provisions, Amendments, Governing Law

47. Claims and partial claims vis-à-vis WNMG may not be assigned to third parties. WNMG remains entitled to assign its rights vis-à-vis the user, in particular for collection purposes.

48. WNMG is entitled at any time to amend or supplement these General Terms of Use and any related provisions. WNMG shall publish any amendments to these General Terms of Use on its website (www.WNMG.com) and may also use other means of notification (e.g. ingame, email, pop-up). If the user makes use of WNMG's Services after any such publication or notification, then it shall be deemed to approve the amended terms; WNMG shall draw attention to this consequential effect of continued usage. If it so wishes, the user may otherwise give notice terminating the License Agreement (see Item 2.3 above).

49. Each party represents and warrants to the other that (i) it has the full right, power, legal capacity, and authority to enter into, deliver and fully perform under the License Agreement; (ii) neither the execution, delivery, nor performance of the License Agreement will result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound; and (iii) such party acknowledges that the other party makes no representations, warranties, or agreements related to the subject matter hereof that are not expressly provided for in the License Agreement.

50. Legal relations between the contracting parties shall be governed by Russian law. Any dispute, controversy or claim which may arise out of or in connection with the present agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its Rules.