

General Terms and Conditions – GTC

OnlineFootballManager (“OFM”) is an offer by OFM Studios GmbH, Eupener Str. 60, D-50933 Cologne (referred to as “OFM GmbH“ below), consisting of a browser-based online game and an online discussion forum. The services rendered in the scope of the OFM are performed exclusively on the basis of these general terms and conditions (GTC).

§ 1 Area of application, changes in the GTC

1. These GTC are published on the game’s web pages (especially at www.onlinefussballmanager.de) and in the scope of the registration via widgets; they can be printed out and saved to disk. They can also be mailed upon written request.
2. The GTC apply to all users of the OFM. By registering for the OFM, the user accepts these terms as binding. Any terms and conditions by the users are hereby expressly prohibited. Terms and conditions by the users are only binding if OFM GmbH expressly agrees to them in writing.
3. In addition to these GTC, the game rules for the OFM (“OFM rules”) published on the OFM website apply in their respective current versions.
4. OFM GmbH reserves the right to change these GTC for the future, if deemed necessary, and if this does not unduly affect the user's interests. The need for changes may arise in particular due to the adaptation to changes in legislation and case law and a further development of the OFM product, for example in the form of improved game functions. Any such changes to these GTC will be communicated to the user in an appropriate manner and by emphasizing the changes via e-mail four weeks before the planned implementation of these changes. In addition, there is generally an emphasized note at the next login, on the start page of the OFM as well as in the OFM forum. At the same time, OFM GmbH grants users a reasonable period of at least four weeks to declare whether they accept the amended GTC for the continued use of the OFM. If the user does not object to the updated GTC within this period, calculated from the receipt of the emailed announcement, these amended or supplementary GTC will become effective for that user. In the communication of its changes and at the beginning of this period, OFM GmbH will emphasize this legal consequence, i.e. the option of objection, the period and the legal consequences, especially regarding an omitted objection. This change procedure does not apply to changes in the major contractual obligations of the parties.

§ 2 Services by OFM GmbH

1. The services by OFM GmbH consist of the provision of the OFM with an average availability of 98% in an average year. Exceptions to this are previously announced downtimes due to necessary system maintenance.
2. The OFM can be used free of charge with a basic membership. However, certain features may remain reserved for users with a separately executed, paid premium membership (§ 4), or unlocked only through the use of game currency (“Kixx”) (§ 5).
3. The user only receives the right to use the functions of the OFM in the scope of its actual availability. A change in the OFM or its game functions may be necessary to develop and improve the OFM and keep it interesting and diverse for the largest possible number of users. Unless the use of certain features was agreed on contractually within the premium membership or within the scope of using Kixx, the user is not entitled to the use or the unchanged retention of certain specific features of the OFM.

§ 3 Basic Membership

1. By completing the registration form on the OFM website ("Registration"), the user makes a binding offer to execute a contract, i.e. to open an account in the scope of a free basic membership. The prerequisite for a registration is that the user is either an adult or has completed the seventh year of age and has the consent of the legal guardians. By sending the registration form, the user assures that the data fields of the registration form have been filled out completely and correctly and that he or she is either an adult or has completed the seventh year of age and that he or she has the consent of the legal guardians.

2. As an alternative or addition to the above-mentioned registration through the OFM website, OFM GmbH also accepts registrations via user accounts on other platforms, especially Facebook. In that case, upon consent of the user, personal information about the user will be transmitted from third parties operating the other platform (for example, Facebook, Inc., and/or an associated company and/or legal successors of one of the listed companies) (collectively "third parties") to the provider. The use of this registration procedure requires a registration with the respective third party. In this case, the conditions of this GTC will apply to the conclusion of the contract. In particular, in compliance with § 3.1 of these GTC, the user assures that the identifying data stored by the respective third party are accurate and complete.

3. The basic membership contract between OFM GmbH and the user goes into effect when OFM GmbH accepts the application as the account is opened. This acceptance can be made expressly or through the first service performance by OFM GmbH. A service performance is the activation of access with the selected user data. OFM GmbH immediately confirms the receipt of the application for a game account electronically to the e-mail address specified by the user. The confirmation of the receipt does not represent a binding acceptance of the user's application. However, the confirmation of the receipt can be connected with the statement of acceptance. There is no claim to the conclusion of a user agreement.

4. The basic membership is executed for an indefinite time period. The termination is governed by § 11.

§ 4 Premium Membership

1. By purchasing a Plus Package, the user transforms the basic membership into a premium membership for a limited time and thereby acquires the right to use an additional functionality of the OFM during the term of the premium membership, in accordance with the service description that is current at the time of acquisition.

2. No further claims can be made on the basis of a premium membership.

3. A premium membership is valid for the selected time period and does not automatically extend after its expiration.

4. Upon termination of the premium membership, the excess payments made in advance for the Plus Package/premium membership will be refunded. There is no refund for premium memberships that were granted free of charge (for example as part of a promotion).

§ 5 Kixx game currency

Both with the basic membership and as part of the premium membership, users can acquire units of the virtual game currency Kixx. This virtual game currency is not an actual means of

payment and the exchange or trade of Kixx for real money is prohibited. The Kixx merely serve as a unit to keep track of the scope of usage rights relating to particular fee-based features of the OFM. Kixx are consumed when certain OFM features are used. In such a case, the user is advised before using this feature and has to explicitly confirm the feature. The contract for the acquisition of Kixx is fully satisfied once all of the purchased Kixx are stored in the player's account.

§ 6 Execution of the contract and payment modes for premium memberships and Kixx

1. The user can order Plus Packages and Kixx within the OFM by selecting the desired product and desired payment method on the respective shop page and clicking on the order button. Before the final placement of the order, the user is shown a summary of the entries. Any errors can be corrected by clicking on the back button.
2. The available payment methods depend on the selected services and are always displayed directly in the shop.
3. By selecting the corresponding options during the purchase process, the user can purchase Plus Packages as well as Kixx either for himself or another user, or as a voucher for future redemption. Vouchers have time limits and can only be redeemed until the end of the third full year after the end of the year in which they were issued.
4. In case of advance payment, the contract is considered executed with the first service performance by OFM GmbH. If the user pays with other payment methods, especially by direct debit or credit card, OFM GmbH is entitled to demand the fees in advance. The fees are due upon the entry of the bank account or credit card information, or any other data that is otherwise necessary for the use of the payment method. The contract is considered executed with the first service performance by OFM GmbH. A service performance includes particularly the execution of the order through a conversion to a premium membership or by charging Kixx in the respective account. OFM GmbH immediately confirms the receipt of the order electronically in the manager's office log book in the user account. The confirmation of the receipt does not represent a binding acceptance. However, the confirmation of the receipt can be connected with the statement of acceptance.
5. If the behaviour of a user results in reversal debits or cancellations for OFM GmbH, the user is liable for the costs arising from this for OFM. In such a case OFM is entitled to collect these costs together with the original fee from the user's account or credit card.
6. In case of default, OFM GmbH is entitled to discontinue the services as well as block the user account immediately. The user's obligation to pay the agreed fees remains unaffected by this.

§ 7 General obligations of the user

1. The use of the OFM is only permitted in accordance with these GTC and the applicable supplementary rules ("OFM rules").
2. Only one account per game world is allowed for each user. If several users are playing from the same IP address, this has to be disclosed to OFM GmbH. For this purpose, the appropriate form in the game ("Manager's Office") may be used. Friendship games and transfers among each other are prohibited in the absence of an IP message. A breach of this regulation may result in an immediate block or deletion of all of the respective user's (or users') accounts.

3. The user has to ensure that the password selected for the website access is kept confidential and should change it periodically for security reasons. There is no claim to the recovery of the game data if the user's account is hacked through no fault of the OFM GmbH. The user will immediately inform OFM GmbH if there is evidence that a third party has obtained the user's access rights.

4. OFM GmbH merely provides a platform for the communication among users. The user is responsible for the content of this communication and any of the contents uploaded by the him or her. The user may not use the communication platform for content that is unlawful or violates the rights of third parties. In particular, the user is obligated not to forward or upload any racist, pornographic, provocative, violent, insulting, or otherwise objectionable or illegal contents. The user guarantees that all content uploaded by him or her is free of the rights of third parties and in particular does not violate the copyright or privacy rights of third parties. The user releases OFM GmbH from any damages and costs that may arise for OFM GmbH due to the culpable (i.e. intentional or negligent) breach by the user of the obligations in this paragraph 4. OFM GmbH reserves the right to block or delete the users' contents at any time if there are reasonable grounds to believe that the contents violate these GCT, the OFM rules and/or any applicable laws.

5. The use of the OFM for commercial purposes is prohibited. In particular, users may not use the communication functions and user profiles within the OFM to communicate advertising.

6. The user is only entitled to use the game via conventional web browsers. Any additional use of supplementary programmes, scripts, or other tools is expressly prohibited.

7. It is not permitted to use programming errors (so-called bugs) to one's own advantage. Furthermore, no action may be taken that results in an excessive load on the servers or that otherwise interferes with the game procedure in any significant way.

8. OFM GmbH expressly distances itself from the contents of all external websites that can be accessed through links on the pages of the game or forum. OFM assumes no liability for these contents and pages.

9. OFM GmbH reserves the right to terminate the membership and delete accounts, or temporarily or permanently block them if the user violates these GTC or the game rules ("OFMrules") and does not cease the violation despite warnings. No warning is necessary in the event of serious violations, for which a termination without warning seems justified in consideration of the interests of OFM GmbH and the user.

§ 8 Granting rights to user content

The user hereby grants OFM GmbH the non-exclusive (simple), spatially unlimited right to utilize all contents by the user for the duration of this contract within the framework of the OFM for the purposes of this contract. This also includes all technically necessary adaptations of the contents (like resizing, compression or conversion to other file formats).

§ 9 Disclaimer

1. Insofar as OFM GmbH provides services free of charge, it is only liable for wilful intent and gross negligence.

2. Insofar as OFM GmbH provides services for a charge, it is conclusively liable as follows:

- a) For damages resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by OFM GmbH or its agents, and in the case of the takeover of a warranty - explicitly specified as such - and in the event of statutory liability, in particular under the Product Liability Act, OFM GmbH shall assume unlimited liability.
 - b) Apart from that, OFM GmbH is only liable for wilful intent and gross negligence, including that of our agents, unless it includes the violation of an obligation that is essential for the purpose of the contract, and whose fulfilment the user can therefore always rely on ("essential contractual obligation"). In case of a breach of an essential contractual obligation, OFM GmbH is also liable for ordinary negligence. However, in such a case, the liability is limited to the foreseeable, typical contractual damage. Apart from that, OFM GmbH is not liable for ordinary negligence.
 - c) The provision of this § 9 extends to damages in addition to the service, damages instead of the service, and a claim for compensation due to wasted expenditures, regardless of the legal grounds, including liability for defects, delay or impossibility.
 - d) The limitations of § 9 are also applicable to benefit the legal representatives and agents of the provider, if any claims are asserted directly against them.
3. OFM GmbH does not appropriate foreign content posted by users. Insofar as it becomes aware of illegal contents, it will delete them.

§ 10 Data protection

OFM GmbH collects, stores and processes the user's personal information only in accordance with applicable law. Details can be found in our privacy policy.

§ 11 Termination; suspension of accounts

1. The user always has the option of properly cancelling his or her basic membership through the support ticket system on the OFM website. OFM GmbH can properly terminate the basic membership at the end of each season. A season consists of 35 full days (five calendar weeks).
2. A proper termination of the premium membership is excluded.
3. The right of the users and the OFM GmbH to terminate basic and premium memberships without notice for good cause remains unaffected. The user can terminate the premium membership only in written form, i.e. through a signed letter to OFM GmbH. OFM GmbH has the right to an extraordinary termination especially in the cases referred to in § 7.9.
4. The contractual relationship between the user and OFM GmbH expires at the end of the termination date specified in the termination notice, and if no date is specified, immediately after receipt of the termination notice. The final deletion of the team is generally performed only at the end of a season for technical reasons. This means that the team will participate in all games until the end of the season, but the user can no longer influence the team once the termination becomes effective. If the user can show a legitimate interest, he or she may request that the team is eliminated after termination even during the current season, unless OFM GmbH can take the legitimate interest into account in other ways.
5. As an alternative for a termination, the user can also suspend the account at any time. Users can apply this setting on their own through the corresponding function in their profile settings on the OFM website. If an account is suspended, the football team that was created with the account will be deleted no later than at the end of the season. Any existing Kixx and other entries and settings by the user are retained. The user can reactivate the account at any time

by logging in with the old access information and can then create a new football team. Inactive users (with no login for at least one full season) are automatically suspended at the end of the respective full season.

§ 12 Cancellation right

Cancellation right:

You may cancel your contract within 14 days without giving reasons in writing (e.g. letter, fax, e-mail). The period begins after receipt of this declaration in text form, but not before the formation of the contract, nor before the fulfilment of our information obligations pursuant to Article 246 § 2 in connection with § 1 par. 1 and 2 EGBGB [Introductory Act to the German Civil Code] and our obligations pursuant to § 312g par. 1 sentence 1 BGB [German Civil Code] in connection with Article 246 § 3 EGBGB. In order to meet the cancellation deadline, it is sufficient to send the cancellation in time. The cancellation has to be addressed to:

**OFM Studios GmbH
Eupener Str. 60
50933 Cologne
E-Mail: support@ofm.gmbh**

Consequences of the declaration In the event of an effective cancellation, the services received by either party shall be returned and any benefits that may have been accrued (e.g. interest) shall be released. If you are unable to return the received service or benefits (e.g. usage advantages) in whole or only partially or only in a deteriorated condition, you have to pay us a compensation for the lost value. A consequence may be that you have to nonetheless fulfil the contractual payment obligations for the period until the cancellation. Obligations for payment reimbursements have to be fulfilled within 30 days. For you, the period begins with the sending of the cancellation declaration, for us it begins with its receipt. Special notes The cancellation right may expire prematurely if the contract has been completely fulfilled by both parties at your explicit request before you executed your cancellation right.

End of the cancellation policy

§ 13 Final provisions

1. These GTC and all contracts that they are based on (especially premium memberships) are subject to the laws of the Federal Republic of Germany. The UN Convention of Contracts does not apply.
2. Any changes, amendments or waivers to this contract must be in writing.
3. If individual regulations of these GTC should be or become totally or partly ineffective, this does not affect the validity of the remaining regulations or parts thereof. The applicable legal provisions will take the place of the ineffective or missing regulations.

Cologne, Aug. 10th, 2017