

General Terms and Conditions (GTC)

Version dated July 26, 2008

These General Terms and Conditions (hereinafter “GTC”) of Catan GmbH (hereinafter “CATAN”) are governing the contractual relationship between CATAN GmbH and the physical persons and legal entities using the online services of CATAN GmbH (hereinafter “User” or “Users”).

On its PLAYCATAN website and other associated websites, CATAN GmbH provides an online platform consisting of a meta-world, a forum, free games (browser-based games and Catan Online World – Free Account) that partially offer prize opportunities, and an extended fee-based offer (Catan Online World – Premium Account).

Table of Contents

1. General (valid for *both* types of accounts)
2. Principles of Use and Prohibition of Abuse (valid for *both* types of accounts)
3. Additional Provisions for the *Premium* Account
4. Privacy Policy (valid for *both* types of accounts)
5. Further Agreements (valid for *both* types of accounts)

1. General

1.1. Types of Use: CATAN differentiates two account types: free account and premium account. Free account users do not incur participation fees. Only users of a fee-based premium account have access to all offers.

Accounts Type	Free	Premium
Playing browser-based games (Oceania, MultiCatan, etc.)	X	X
Participation in the prize drawing	X	X
Catan Online World	Limited access	Full access

A more detailed listing of the differences between the two account types can be found on the PLAYCATAN website <http://www.playcatan.com/>.

1.2. Registration: User registration is required for using the online services of the PLAYCATAN website.

An entitlement to registration does not exist. CATAN may reject a registration without giving reasons or revoke a user's registration, among other things by e-mail, and cancel the account. This applies particularly yet not exclusively upon good cause shown, for example, if a user who is now registered with different user information has previously been blocked because of breaching the terms of participation, and if there are facts supporting fraud; it also applies in the case of fee-based offers if the user lacks adequate credit standing.

1.3. Gamer Name: Each user must select a gamer nickname under which the user will participate in the games. The gamer nickname shall not violate the rights of third parties and not offend common decency. Catan reserves the right to change or delete gamer nicknames in individual cases. Users are not entitled to particular gamer nicknames.

1.4. Personal Data and Registration

1.4.1. Personal Data: The data requested by CATAN during registration must be specified completely and correctly. CATAN is entitled any time to exclude the user from participating in the offer if the data is incorrect. For registration of a free account, specification of personal data such as first name, last name and address is optional; if the user subsequently wins a prize, he will be asked to provide these data at the moment the latter occurs. If the data is specified incorrectly, CATAN is entitled to refuse delivery of a potential prize at any time. For registration of a premium account, specification of the user's correct first name, last name and address is always required. If changes occur in the specified data after registration, the user must immediately correct the data.

1.4.2. Multiple Registrations: It is permitted to register several times on PLAYCATAN; however, users with multiple registrations will not be considered in prize drawings.

1.4.3. Password: Each account must be secured with a password. For security reasons, the password must not be identical with the gamer nickname. Users may change their passwords as they see fit. The selected password should not be a string of consecutive numbers (e.g. "2345678") or letters (e.g. "ABCDEFGH") but rather a combination of numbers, letters, and possibly special characters. The user must keep the password secret and change it from time to time (every 2 months at the latest).

If a user contravenes these duties of care and an unauthorized third party, by virtue of knowing the required password, abuses the account, the resulting consequences hereof shall be at the expense of the user.

CATAN will not release the password to any third parties, unless CATAN is legally required to do so. CATAN will never ask a user for his/her password, be it by e-mail or telephone. To verify the password, CATAN will use only the login pages, web forms, and the internal web client for the Catan Online World.

1.5. Account Cancellation: Free accounts will be cancelled after 7 weeks of inactivity. Inactivity refers to not having logged in with the saved gamer nickname and associated password during this period. Reactivation of the registration is possible within one week after expiration of this period. If the account is reactivated, the scores obtained with the account remain preserved. If this period of grace passes as well, the user's account and all scores obtained with it are irretrievably cancelled, except for the cases described in 5.4 and 5.5. A premium account remains active as long as it is not cancelled and the stipulated fee is paid on time and in full.

1.6. Further Information: Information regarding the games, game rules, and further regulations regarding the game play can be found on the PLAYCATAN website <http://www.playcatan.com/>.

1.7. Range of Use

1.7.1. Requirements for Use: On the game platform, the user can use the games provided by CATAN. CATAN may link the use of the game platform to certain requirements such as the type of registration for use (free account or premium account user).

1.7.2. Limitations for Use: The user's right to use the PLAYCATAN website exists only in the context of the state-of-the-art technology. Temporary restrictions may occur through technical failures such as the interruption of telecommunication and power supply, hardware and software errors, or other technical failures. Catan is not liable for such temporary restrictions. Only premium users can claim from Catan to be compensated for technical failures, and only if during the course of one billing period the billed services were available for less than half of the billing period. The amount of the claim for compensation is limited to the fee for the respective billing period.

1.7.3. Maintenance Periods: Maintenance periods are particularly carried out to maintain the security and integrity of the server and will be announced to the users in due time, in as much as the latter is possible. On such occasions, certain functions or all functions of the PLAYCATAN website are not available. Games that end after the beginning of the maintenance period cannot be continued after the resumption of service.

1.7.4. Use of the Client Software: To enable access to part of its offer, CATAN provides software for download and subsequent free use. This software and all other program components shall exclusively be applied for the use of the offer available on PLAYCATAN. They shall neither be disassembled nor modified. CATAN is not liable for potential adaptations of the software beyond its delivery status. CATAN is not liable for the executability of the software, its flawlessness, and its effects on the system of the user. If, for some reason, using the software should result in damage for the user, CATAN will only be liable for intent, gross negligence, and loss of health, life or limb. Liability is excluded in all other cases.

1.8. Participation Restrictions: Employees and other associates of CATAN and its partners (Franckh-Kosmos Verlags-GmbH & Co., Mayfair Games, Inc.) are not authorized to participate in prize drawings but may participate for the purpose of testing, without acquiring the right to receive prizes for themselves or their companies. There is no recourse to legal action.

2. Principles of Use and Prohibition of Abuse

The user must adhere to the applicable game terms of PLAYCATAN and follow the indications given by CATAN or its representatives (e.g. forum hosts) in case of infringement.

2.1. Prohibition of Abuse: Abusive behavior on PLAYCATAN is prohibited. Abuse occurs particularly – but not exclusively – when the user

- Intentionally provides faulty, misleading, incorrect, or incomplete data;
- Opens an account at PLAYCATAN without authorization;
- Commits fraud or attempts to commit fraud, especially by using mechanisms, software, other scripts, or other technical manipulations in conjunction with the use of the PLAYCATAN website that interfere or may interfere with the working of the PLAYCATAN website, or that he/she uses for obtaining better results than it is possible through the sole use of the mouse/keyboard or the game control as described in the game rules of PLAYCATAN, or to negatively affect the game control of other participants;
- Intentionally has caused a failure/malfunction in order to manipulate a game;
- Consciously and deliberately gains advantage through program errors;
- Gains or attempts to gain advantage by means of unfair behavior of any kind, for example, by deceiving other players, thereby compromising fair competition;
- Practices team play with other users in such a way that an unsuspecting, uninitiated user is discriminated by this, thus curtailing his/her fair chance in the game;
- Repeatedly and without excuse independently aborts games in a conscious and deliberate fashion;
- Violates other rights and responsibilities resulting from the GTC.

2.2. Principles of Communication: Users can establish contact among themselves, either in the linked forum or in the game world, via chat or personal messages.

Users commit to only exchange contents that

- Are free from overt and covert advertising;
- Are neither unobjective, deliberately untruthful, insulting, disparaging, slanderous, morally offensive, pornographic, nor constitute a statutory offense;
- Do not violate third-party rights;

- Do not contain viruses or computer programs that affect the functioning of other computers;
- Are not surveys or chain letters;
- Do not have the exclusive purpose of divulging a political, ideological, or religious creed;
- Do not have the purpose of gathering, storing, or using personal data of users without their explicit consent, particularly for business purposes.

2.3. Sanctions in Case of Abuse: In case of abusive behavior or violation of the principles of communication, regardless whether it occurs in the forum, the game world itself, or another area of the PLAYCATAN offer, CATAN reserves the right to terminate the license agreement without notice, abort started games, block the user account and/or the user, and exercise its right to retain potential prizes. There is no reimbursement of potentially unused fees. The respective user has to compensate CATAN for the associated expenses.

Contributions, especially in the forum, that have been objected by CATAN or its representatives can be removed or changed at any time if they violate the principles of use.

3. Additional Provisions for Premium Account Users

The premium account provides all the advantages of the normal account and additionally permits the use of the complete offer of the Catan Online World.

3.1. Registration

3.1.1. Fees: The use of a premium account is subject to a monthly fee. The current costs can be found in the price list on <http://www.playcatan.com/>.

3.1.2. Participation Restrictions: Registration for a premium account or upgrading of a free account to a premium account is permitted only for physical persons with unlimited legal capacity to contract. Persons under 18 years of age need parental consent to open a premium account or upgrade a free account to a premium account, respectively. In this case, the account has to be opened by the parent or legal guardian.

3.2. Payment and Fees

3.2.1. Subscription Terms: The user transmits his/her payment information to CATAN and, in case of a month-to-month subscription, authorizes CATAN to collect amounts for the respective payment period in advance, within the scope of the respectively announced current fees, for the duration of the premium use.

3.2.2. Terms for Subscription Packages: Users who opt for a subscription package authorize Catan to collect the respective current one-time fee in advance. After expiration of the subscription package, it is up to the user to renew the subscription by acquiring continued subscription. During the period between the expiration of the old

subscription package and the acquisition of a continued subscription package, the user's account is set to the status of a normal account. If a continued subscription package is not booked until one week after expiration of the old subscription package at the latest, the user loses his/her status (for example, but not exclusively, a potentially existent virtual house or clothing) in the Catan Online World. It is possible to acquire a continued subscription package before the existing subscription package expires, which will follow the current subscription package seamlessly and without overlapping.

3.2.3. Terms for Coupon Use: The user may acquire a subscription package by using a coupon. In this case, the terms of 3.2.2. apply.

3.2.4. Fee Collection: The user has to make sure that the indicated means of payment has sufficient funds on the due date. The user irrevocably agrees that, in case of dishonor of a debit entry or return of a credit card charge in default of payment, his/her credit institution will disclose to CATAN (or a company assigned by CATAN for collecting the claim) the user's full name, date of birth, and address as stored. The user furthermore agrees that his/her credit institution will disclose the aforementioned information, for processing purposes, to CATAN or a company assigned by CATAN for collecting the claim, and that it will be stored there until the claim is met.

3.2.5. Consequences in Case of Dishonor: If the collection of the fee due fails, the user's account will immediately be blocked, unless the user is able to use a credit from an already paid subscription package or month-to-month subscription. In this case the blocking will occur upon expiration of the last paid period. The blocking can only be removed upon complete payment of the claim. If the blocking cannot be removed within one week, the user loses his/her status in the Catan Online World.

Independently of a later repayment, CATAN reserves the right to cancel the user's premium account without notice and to completely prohibit the access to the PLAYCATAN offer, especially in case of recurrence.

3.2.6. Payment Status: The account is deemed to be paid when the fee is irrevocably credited to CATAN's bank account and entered in the premium account of the user.

3.2.7. Special Costs of Payment Transactions: If the user causes special costs of payment transactions regarding deposits into the CATAN account and processing fees, especially because of payment returns (e.g. back postings of debit entries, returns of credit card payments), CATAN is entitled to bill the user for these costs and charge them to the user's account. For the processing of payment returns through CATAN, CATAN charges a processing fee of EUR 12.00 per payment return as well as an additional amount of EUR 3.50 for each reminder note. The right to claim a higher damage, particularly compensations of third parties for the processing of payment returns (e.g. collection costs and lawyer's fees), always remains unaffected. The user bears all costs if a credit to the account is reversed for reasons that lie within the responsibility of the user (e.g. charge-backs due to revocation, account having insufficient funds, or wrong account number). In this case, CATAN is furthermore

entitled to assign a debt collection company for collecting the resulting claim and transfer the claim against the user, including the expenses incurred, to the debt collection company.

3.3. Premium Account Cancellation

3.3.1. User's Cancellation Right: The user may cancel the license agreement for the premium account at any time upon expiration of all fully paid billing periods. Billing period refers to the respective period that was paid in advance, which is one month in case of a month-to-month subscription and, in case of a subscription package, the duration of its booking period. In case of several simultaneously booked subscription packages or a subscription package that was booked subsequent to a month-to-month subscription, the billing period increases until reaching the end of the period that was thus paid in advance. The right of cancellation with important reason remains unaffected.

Cancellation prior to this and reimbursement of a partial amount for the current billing period are not possible. If the premium account is not registered again 7 days after expiration of the last paid period at the latest, the user irrevocably loses his/her status in the Catan Online World.

After termination of the premium account use, the user continues to be listed as a user with a normal account and may use the free services of PLAYCATAN within the given scope. The regulations in 1.6 remain unaffected. At the explicit request of the user, CATAN may immediately carry out a complete cancellation of the account.

3.3.2. Cancellation with Important Reason: If the user cancels with important reason, reimbursement of the unused fee for the current billing period is excluded. CATAN will reimburse already paid user fees for subsequent billing periods, at the expense of the user, to an account to be named by the user.

3.3.3. CATAN's Cancellation Right: CATAN may duly cancel the license agreement within a period of two weeks before expiration of the current billing period. The right of extraordinary cancellation with important reason and the right of blocking remains unaffected hereof.

4. Privacy Policy

4.1. Protection of Personal Data: Pursuant to the rules and regulations of the German Federal Data Protection Act (BDSG), CATAN indicates that the data transferred to CATAN is stored for the duration of the use and processed electronically. Personal data is only used for the purpose it was collected for. In case CATAN wants to process data for certain purposes beyond the stipulated legal scope, CATAN will inform the user about it and obtain his/her consent. CATAN is authorized to contact the user at his/her given e-mail address at any time during the use for notifications regarding the operation of the website, especially maintenance to be carried out, modifications and expansions of the game offer, and changes of the General Terms and Conditions.

4.2. Cookies: The cookies used merely serve the purpose of simplifying participation in the games during repeated visits to the corresponding game sites. No further data (e.g. statistical information such as Internet-surfing behavior or the like) is collected or transmitted to the server.

4.3. Security Standards: Collection and processing of personal data will only occur as far as this is necessary for CATAN to provide services. Catan and its partner companies apply recognized security standards (e.g. SSL encryption, cryptographic methods) to ensure that the user can use the service without third parties having the possibility to obtain any information.

4.4. Billing Data: As far as necessary for billing purposes, CATAN is authorized by law to process utilization data of the user beyond the termination of use.

4.5. Blacklist: If the user is blocked from using the service, particularly pursuant to 2.3 of these Terms and Conditions, thus ending the contractual relationship, the user's data may remain stored also after termination of the contractual relationship to prevent him/her from participating again.

4.6. Outsourcing of Data Processing: CATAN provides transmitted credit card information and other payment information only to its billing partners for processing, in the context of the billing contract.

4.7. Notice for Free and Premium Members: For prize delivery, the addresses of the winners will be forwarded to Franckh-Kosmos Verlags GmbH & Co. KG, Pfitzer Strasse 5-7, 70184 Stuttgart; every user explicitly agrees to the latter by means of registration and subsequent game participation. Any other data usage (e.g. for advertising) is excluded.

5. Further Agreement

5.1. Liability und Corrections

5.1.1. Limitation of Liability: CATAN is not liable for losses, damages, or injuries caused through the access/use or the attempted access / attempted use of a user, through the use of the software provided by CATAN, and through the downloading of data or of information that was obtained from CATAN in another way, unless they are due to a grossly negligent or willful breach of duty on the part of CATAN. CATAN is liable for its legal representatives and its assistants only in cases of premeditation or gross negligence. In terms of amount, liability is always limited to the fee of the current billing period.

CATAN and its representatives do not assume responsibility for the contents of the contributions or communications composed by the users. Each user is personally responsible that his/her contributions do not violate the regulations of use. This applies for the directly visible part of the contribution as well as for the links contained in the contribution.

5.1.2. Errors: CATAN is not liable for errors regarding data entry, transmission, and/or analysis, since this is beyond CATAN's control.

5.1.3. Erroneous Specifications: CATAN reserves the right to subsequently correct obvious errors in the specification of prices, etc.

5.1.4. Abuse: CATAN is not liable for damages of any kind that arise from an improper use of the account or the software by users or third parties.

5.2. Written Form and Changes to these General Terms and Conditions

5.2.1. Written Form: All declarations transmitted in the context of the license agreement to be entered into with CATAN have to be made in written form or via e-mail. CATAN's e-mail address is agb@playcatan.de.

5.2.2. Changes to the GTC: CATAN reserves the right to change these Terms and Conditions at any time and without giving reasons. The changed conditions are transmitted in their entirety to the user and have to be accepted again at the first login following the transmission. If the member does not accept the changed conditions, the agreement is terminated upon expiration of the current billing period in case of a premium account; until then, the agreement is continued under the previously valid GTC. However, this only refers to the use of the Catan Online World. The use of the free services outside the Catan Online World, especially the possibility to participate in prize drawings, expires with immediate effect.

5.3. Severability Clause: In case a regulation of these GTC is inoperative, the other regulations remain unaffected thereof. The inoperative regulation is deemed to be replaced by an operative regulation that economically is most similar to the spirit and purpose of the inoperative regulation. The same applies for potential loopholes in the provisions.

5.4. Applicable Law: Solely the law of the Federal Republic of Germany is applied to the relationship between CATAN and the user. Any declarations, objections, or complaints must be addressed in written form to CATAN GmbH, Schulgasse 43, 64380 Rossdorf or via e-mail to agb@playcatan.de. In any event, the area of jurisdiction is always and exclusively the Federal Republic of Germany. CATAN will provide translations of the respectively valid versions of the GTC into some languages. In case of discrepancies between the German text and the respective translation, only the German text is determining for the contractual relationship.

CATAN GmbH 2008 - GTC (Playcatan and Catan Online World)
Version dated 7/26/2008