

General Terms & Conditions (GTC)

§ 1 Terms of Use

(1) The following Terms & Conditions shall govern contractual relationships between Von Stierlitz Technologies Ltd., represented by managing partners Konstantin Nikulin, and located at **ul. Gaidara 89-1, 236000 Kaliningrad, Russian Federation** (hereinafter referred to as "VST") and you - the User - of VST's Products and Services. This is particularly applicable to online computer and mobile games, interactive services such as forums, chat rooms and contests. All use is solely based on the following Conditions. This applies also for the usage outside of the territory of the Russian Federation.

(2) Contrary, different or additional Terms and Conditions are only considered if they were confirmed by VST in written form. This Terms & Conditions are also effective even in case if VST was aware of conflicting or different Terms & Conditions of use without reservation.

(3) VST is not responsible for the offers of Internet service providers, linked to the VST pages or which are hold by VST as third party without the knowledge of the content. For such services the terms and conditions of the provider are applied.

(4) These Terms & Conditions do not govern any issues or questions which might arise with regard to the establishment of Internet access, connection to websites and online or mobile games, and third-party software such as browsers or access software, firewalls, etc as these Services are not provided by VST.

(5) VST retains the right to change or to complement these terms and conditions with future effect at any time, if it's necessary and the User in good faith is not disadvantaged. Any changes in these terms and conditions will be announced in a suitable way by notification in written form. Generally notification takes place by publication on the websites of the VST operated games and / or the respective services, or by e-mail. Any changes of these conditions will be shown to the User in either case with prominent announcement at the next login after changes has been made.

§ 2 Admission and Registration Process

(1) Basically, all natural persons are entitled to use Services offered by VST. Use of the online Services presented by VST in full requires User's computer or mobile device to meet specific technical requirements. As far as the games played in social networks (Facebook etc.) are concerned, the Users are guided there by applicable local terms and conditions of use.

(2) The use of VST games in their basic version is generally free. Certain features, however, are only available to paying Users. Unless otherwise agreed in the respective descriptions of Services, use of the Services is free. Only those individuals who have reached the age of 18 at the time of registration or whose legal representatives have agreed to the use of such Games and Services are entitled to use the full scope of Games and Services provided by VST. Paragraph 12 contains special provisions for paid Services.

(3) The Users are required to provide their correct data within the registration process. In case of any changes in information requested during the registration at a later date, the User is obliged to inform VST hereof. The User guarantees with the registration that the information given during registration, as well as within other interactions with VST, is correct and complete. The User may not provide false name, email address, postal address, account related and credit card information or other incorrect information when he or she uses the services of VST.

(4) The User is furthermore obliged to store safely his personal data provided during registration (Username and password) and should not disclose it or transmit to third parties. If the User caused the use of his personal data by a third party - no matter intentionally or negligently - he is liable before VST for any damage caused by unauthorized use.

(5) Usage of paid services by VST additionally requires use of a cooperating with VST payment system provider. This requires, among other things, from Users to be entitled to use the games and other services, be individuals who are either 18 at the time of registration or whose legal representatives have agreed to the use. For the rest, paragraph 13 contains special provisions about payment system provider.

§ 3 Access and Changes to the GTC

(1) If there is a suspicion that User in connection with an VST's service usage infringes statutory provisions, these Terms & Conditions or terms and conditions of any selected payment system provider, VST is entitled to clarify the issue. The User is obliged to provide comprehensive information upon inquiry by VST. VST is entitled to terminate temporarily User access to the service till full clarification of the matter, temporarily termination may last up to 4 weeks. VST has to inform the User about such actions and the result of investigation and to give the User the opportunity to comment. If clarification reveals that a significant violation from the side of the User exists, VST is entitled to permanently block the access for the User and prohibit the usage of VST's services for the future.

(2) User cannot have any claim on being credited the permanent offer of individual offers available only during registration at any given point. VST is particularly entitled to change or remove from the offer individual computer and mobile games and / or functionality of the offer at any time without prior notice and on its own initiative. No special measures take place from VST side for content safety

submitted by the User. VST therefore recommends the User to secure the content itself.

§ 4 Ground Rules for Online Service Usage

(1) The User commits itself to not violate any laws (e.g. penal law and the legal provisions for the protection of children and young persons) and given contractual conditions - especially these Terms and Conditions and terms and conditions of selected payment system provider - within the usage of VST services.

(2) All content, games, information, images, videos and databases published on VST pages or mobile applications are protected by copyright. The rights to the design of the Internet or mobile portals as well as used software and technology belong exclusively to VST, its affiliated companies or their partners.

(3) The use of VST pages is allowed for exclusive personal, private use. Any further use requires the prior written consent of VST. This also applies in particular to copying, printing, inclusion in online/internet services or web pages and mobile applications, duplication on data carriers such as but not limited to CD-ROM, DVD-ROM etc, reverse engineering, transmission, public performance, rental, pay for play, circumvention of copy protection or any other use not specifically granted in the Terms and Conditions.

(4) The use of software neither provided nor recommended by VST, is permitted within the usage of VST Services. If VST allows the User to download software, software updates or software patches (e.g. correction deliveries for software and data) or tools and resources, VST grants to User a simple, limited license to use this software at the time of making it, available for described by VST purpose. The User is not authorized to sublicense or grant other Users access to the software for a fee. The User commits itself not to make copies, translate, reproduce, reverse engineer, derive source code, modify, decompile or disassemble of provided by VST software. The non-compliance to the restrictions and limitations stated above results in immediately and automatically withdrawal of the granted license.

(5) The User is prohibited to provide surveys, contests, pyramid schemes, chain letters, spamming, scamming or other forms of unwanted messages of a commercial or any other nature using VST Services as well as to collect personal data about other Users (especially e-mail and other registration information) by bypassing the security measures or otherwise. The User is especially not allowed to send or make it accessible by other Users of commercial advertising within VST Services. This prohibition includes any form of communication (e.g.e-mail, chat forum or mobile notifications) as well as configuration of User profile within Games and related web sites or mobile applications. The User is also prohibited to use information obtained from VST through third parties for advertising on other channels.

(6) The User is prohibited to transfer virtual currency from one to another User account and/or to earn virtual currency in non-compliant way of playing.

(7) Should User discover by third parties or others Users an existing or imminent abusive use of VST Service or integrated payment system, VST would be grateful if User could bring that to its attention by contacting VST Support Team in any possible way. (e.g. through <https://catsempire-online.zendesk.com/hc/en-us>).

§ 5 User-generated Content and Usage of the Game

(1) The User is prohibited from publishing or distributing content that a) violates law or is improper or immoral; b) infringes trademarks, patents, utility models and design patents, copyrights, trade secrets or other rights of any third party; c) is obscene, racist, hateful, pornographic or harmful to minors or else has a negative effect on the development of children and young people or is of harmful nature; d) is of harassing, defamatory or offensive nature; e) contains chain letters or pyramid schemes; f) gives the false impression of being made available or supported by VST; g) contains personal data of third parties without their express consent; h) is of commercial nature, especially advertisements.

(2) In the case of games, VST may retain certain information and allow Users to e.g. publish information online and create personal profiles that can be viewed by third parties. The User hereby agrees to this.

(3) Participation in the games is only open to persons who previously registered and created a User account.

(4) The use of the games is only permitted by means of an Internet browser. The use of games and Services that results in excessive load on the servers is prohibited.

(6) Users have no right to demand the availability of games in the versions that existed at the time the contract was concluded. VST reserves the right to discontinue a game at any time without giving reasons for this. In this case the User can request that possible fees that have already been paid in advance for other games offered by VST be credited to his account or that VST refunds fees that have already been paid. The User's right to cancel the contract pursuant to the unusable games with immediate effect shall remain unaffected by this. Further claims by the User are excluded.

(7) Under no circumstances may the User use, purchase, sell or exchange for “real” money virtual objects that are used in the online or mobile games outside the online or mobile game, unless explicitly permitted by the game.

(8) The User is not authorized to create multiple accounts in one game.

(9) VST is not liable for damage caused by breach of duty by the User.

(10) Notwithstanding any other statutory or contractual rights, VST is entitled at its sole discretion to take the following actions in case the User culpably breaches statutory provisions, the rights of third parties, these Terms & Conditions or the respective additional conditions. a) change or delete content, b) issue a warning to a User, c) publish misconduct in the respective online game together with the User name, d) temporarily or permanently block a User for one or all online games, e) exclude a User, f) issue a temporary or permanent virtual house ban or g) terminate the User contract with immediate effect.

§ 6 Liability

(1) VST provides Users with access to the games in their current versions. The User has no right to demand the continuation or certain functions of a specific game. The User is aware that the games offered by VST can never be completely free of errors. Games are only considered defective if their playability and usability are permanently disrupted.

(2) The User assumes the sole responsibility for the content and contributions provided by the User and agrees to fully indemnify VST from third party claims. VST explicitly does not make content provided by Users their own. The User, however, grants VST a permanent and irrevocable non-exclusive right to use the content and contributions provided by the User. VST does not actively monitor the contribution of content. Every Users have the right to report content they suspect might be illegal to VST. VST will then respond as quickly as possible and edit or remove content as necessary.

(3) The User shall be exclusively and directly liable for infringements of third-party rights. The User is obligated to compensate VST for all damage resulting from the non-observance of the obligations arising under these Terms & Conditions. The User shall keep VST indemnified from all claims from other Users or third parties against VST arising from infringements of their rights caused by the publication of contents by the User or the infringement of other obligations. The User shall also assume the costs of any necessary legal defense of VST, including all court costs and attorney fees. This does not apply if the User cannot be held responsible for the infringement.

(4) If VST provides the Service giving rise to the liability free of charge, VST shall only be liable in the case of intent and gross negligence.

(5) For the loss of data, VST shall only be liable in accordance with the preceding paragraphs if such a loss could not have been avoided by the User by means of appropriate data security measures.

(6) The above exclusions and limitations also apply to the liability of employees, workers, contributors, representatives and agents of VST for the benefit of the

shareholders, employees, agents, entities and their members with respect to their personal liability.

(7) Liability for intent, gross negligence, injury to life, limb or health is never excluded.

§ 7 Rights and Obligations

(1) All rights relating to virtual objects used in the online games and made available to Users for fees are owned exclusively by VST and its partners. The same applies virtual objects created by the User. The User grants VST for such self-created virtual objects an unlimited and exclusive right without restrictions on time, space and content. This right includes in particular the rights to copy, distribute and modify the virtual objects. The User is only granted a temporary, non-exclusive right to use the virtual objects that is limited to the duration of the contract.

(2) As far as currencies in the games are simulated, e.g. SHELLS, these refer to Premium Services and not real money. Changes in the game can result in a change in the use of these currencies. A reconversion of the Premium Services (i.e. currencies, etc.) into real money is not possible.

(3) An account cannot be transferred without VST's express approval, either for a fee or free of charge. The User undertakes to keep secret any login data, passwords and access data. If a third party uses an account without authorization by gaining access to the User's access data where the User is to blame, the User is treated as if he/she had acted on his/her own. If VST suspects that a third party has become aware of the access data, VST is entitled, but not obliged, to change the access data or block the account without prior notice. VST will notify the User accordingly without delay and, on request, provide the User with new access data within a reasonable deadline.

§ 8 Epilepsy caution

Epilepsy Caution: If you or any member of your family has a history of epilepsy, consult a physician before using this service or any other computer game product.

You use the games at your own risk.

§ 9 Cancellation policy

Right of cancellation: The User can cancel the contract in writing (e.g. letter, fax, e-mail) within 14 days without giving any reasons. The cancellation period begins upon receipt of this written notification but not prior to the conclusion of the contract and also not prior to our duty to inform as well as other obligations. To comply with the cancellation period it is sufficient to submit the cancellation notice in due time. The cancellation notice must be sent to:

Cancellation consequences:

In the event of an effective cancellation, services that have already been received by either party must be returned and any derived benefits (e.g. interest) must be surrendered. If the received service cannot be returned in part or in whole or only in a deteriorated condition, appropriate compensation must be paid. This may mean that the contractual payment obligations must still be fulfilled for the period up to the cancellation.

Obligations to reimburse payments must be fulfilled within 30 days. The period begins upon receipt of the cancellation notice. The right of cancellation expires prematurely if the contract is fulfilled in full by both sides before the cancellation right was exercised.

Premature termination of the right of revocation:

The revocation of the User expires prematurely if the contractual obligations are fully met by both parties at the express request of the User before the User has exercised his/her right of revocation. This is considered to be the case when the User has made use of the games and/or services and/or premium features and has paid for these in full.

End of cancellation policy

§ 10 Data protection

(1) Personal data of Users is only collected, processed or used if the User has consented to this or legal provisions require or permit it.

(2) The User hereby expressly grants VST the right to pass on the User data to its direct partners responsible for the operation of the respective game, i.e. the developers as well as channeling/co-publishing partners so that they can contact Users if the game is transferred to another channeling partner or when the contractual relation between a partner and VST comes to an end.

(3) Information regarding the type, scope, place and purpose of raising, processing and use of the required personal data for the agreement as well as for the execution of orders and sending the newsletter by VST as well as the User's right to information and the right to correction, blocking and deletion can be found in the privacy policy.

§ 11 Contract Term and/or Cancellation of Accounts

(1) Unless specifically agreed for the respective online game or service, the contract shall be concluded for an indefinite period. It shall begin once the User is approved or granted access by VST or one of its partners.

(2) Each party shall have the right to terminate the contract for good cause without notice. Good cause exists in particular if: a) the User defaults and does not pay despite reminders, b) the User behaves in a way that significantly affects the playing experience of other Users, c) third parties are using the account to play games, unless the rules of a specific games provide for exemptions, d) the User uses virtual objects used in the online games outside the online games, tries to purchase, sell or exchange virtual objects for "real" money f) the User culpably fails to comply with laws, these terms and conditions, the additional provisions and/or the rules of the game.

(3) If no agreement has been reached for a specific duration of the contract, it can be cancelled at any time without the requirement of any reasons. The express relinquishment of an account by the User is considered as a cancellation of the contract between VST and the User for this account.

(4) If the relevant game does not offer a cancellation option (e.g. delete function), the cancellation shall take place in text form (letter, fax, email).

(5) For technical reasons, the final deletion of the account and the User data can only take place with a time-delay.

§ 12 Supplementary provisions on premium services

(1) Unless expressly stated otherwise, the use of online games and other Services offered is free of charge. The User has the option of obtaining and/or activating premium features for the individual games which are not included in the free-of-charge basic version. The offer of premium features as well as the associated rates for the Premium Services may vary from time to time and from game to game and can be inquired by VST. The Premium Services - depending on the specific offers - may be obtained for a fee or in exchange for the Product's internal currency. Furthermore, individual premium features may (only) be obtained in exchange for the Product's internal currency.

(2) In the course of adaptation and further development of the Games and Services VST reserves the right at any time to offer new premium features, as well as to modify, no longer to offer and/or also to offer premium features in the free basic version. Provided the User has made payments for premium services and the use of features for the future and cannot utilize them, because they are no longer offered or they are also available in the basic version and no other equivalent additional features are offered, the User at his own discretion may transfer the premium service for the residual term to another game or terminate the premium service without notice on an extraordinary basis and continue the membership with the basic version.

(3) VST is authorized at any time to perform price changes for Premium Services and therefore will re-mark the prices at the appropriate locations. These price

amendments do not apply in the case of subscriptions until the period after the first termination option which the User has not exercised. The service-internal exchange rates are not affected by this and can be amended at any time.

(4) The payment options (e.g. credit card, direct debit) may vary depending on the online game, the country of the participant and the market availability of technically feasible payment options. VST reserves the right to amend their payment options at any time.

(5) If the User purchases virtual currency, he or she may exchange it for certain selected Premium Features or Premium Services. The rules of entering into the contract as described in paragraph 2 above apply accordingly for obtaining the virtual currency. VST will not reimburse any virtual currency purchased or received within the framework of the service. If a User has virtual currency in his or her account, the underlying membership can only be terminated for good cause, in particular for the reasons represented in Paragraph 11.

(6) If VST incurs costs and/or losses as a result of User default or insufficient User bank account funds, and/or if VST is charged a cancellation fee due to the cancellation of a direct debit payment, the User will fully bear all cancellation fees generated as a result of the above mentioned events.

(7) VST is entitled to demand payment of the costs incurred from repeated attempts to debit the charges from the User's account together with the original fees. If payment of fees is made by direct debit or credit card, and a debit reversal occurs, VST will charge a service fee of EUR 9.00 (nine Euros) per direct debit/credit card transaction plus banking fees accrued. The User is entitled to prove that no damage occurred or that a substantially lower level of damage was caused due to late payment. VST reserves the right to assign debt collection companies.

§ 13 Supplementary Provisions on Payment Services

(1) Payments for a certain service are due in advance, for other features upon ordering. The User undertakes to pay the fees agreed when due and depending on the mode of payment to transmit correctly any data relevant for the payment, such as name and account details and to communicate any changes relevant for the contract settlement immediately to VST and to the payment service provider.

(2) The payment is executed via payment providers. The settlement of the payment is subject to the terms and conditions of the respective payment service provider.

(3) The Premium Services as a rule can be offered for certain fixed time periods (e.g. days, weeks, months). Premium Services may also be offered in the subscription. If the User selects a certain premium service offered or premium service subscription, the User orders it with the choice of the payment system. With the confirmation of the information required for the respective payment system the

User accepts the VST offer in a legally binding manner and thereby commits to pay the price agreed. As a rule VST provides the service immediately upon receipt of the order.

(4) VST is entitled to discontinue services and to suspend the User's account(s) if payment is overdue. During the account suspension period, no charges for subscriptions which have been entered into will accrue. VST, however, is authorized to impose a processing fee for suspending an account, for informing the User of account suspension, for reactivating the Account or for creating a new account upon payment in full.

(5) The User hereby expressly consents to VST outsourcing payments processing for premium features and additional functions to third-party partners and thus to the processing of User and/or payment details.

§ 14 Choice of law / place of jurisdiction

(1) 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. The place of jurisdiction for all disputes shall be the headquarters of VST, Kaliningrad. **§ 15 Final clauses**

(1) The User may transfer rights and obligations under this contract only with the prior written consent of VST.

(2) Any and all claims and declarations made by the User must be submitted to VST in writing to be considered valid.

(3) The legal place of jurisdiction is Kaliningrad, Russian Federation. These conditions also apply if the legal domicile or habitual place of residence is unknown at the time a legal action is filed.

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