

Terms of Service

Valid from: May 1, 2020

The terms of contract ("Terms of Service") regulate the relationship between you and the company VERSUS4U GmbH (commercial register number CH-280.4.023.745-8 and sales tax identification number CHE-324.094.654 MWST) with its registered office in Switzerland, reported at Winterhalde 33, 4451 Wintersingen, Switzerland (hereinafter "VERSUS4U", "us" or "we"), regarding your use of the service offered by VERSUS4U, in particular the game and the website (collectively as the "Service"). Your use of the Service is also governed by the VERSUS4U Privacy Policy, which forms an integral part of this Agreement.

For the business relation between you and VERSUS4U exclusively these terms of service apply in their version valid at the time of the conclusion of the contract. Deviating conditions are not recognized, unless VERSUS4U agrees to their validity expressly in writing.

You must agree to these Terms of Service and the Privacy Policy before using any VERSUS4U service. You may also be required to open an account within the game. By using our service, in particular by registering within the game, you confirm that you are 16 years of age or older and that you have read and accepted these Terms of Service. If you are under 18 years of age, you also confirm that your legal guardian has also read and agrees to these Terms of Service. If you access the Service from a social networking site (e.g., Facebook, Instagram, or Google+), you should abide by their Terms of Service as well as our Terms of Service.

BY USING, INSTALLING OR OTHERWISE ACCESSING THE SERVICE, YOU ACCEPT THE TERMS OF SERVICE. YOU MAY NOT USE, INSTALL, OR OTHERWISE ACCESS THE SERVICE WITHOUT YOUR ACCEPTANCE OF THE TERMS OF SERVICE.

VERSUS4U reserves the right to change, modify, add or remove portions of these Terms of Service at any time and in its sole discretion. The amended Terms of Service will be posted on the Service in a timely manner in advance and will specify the effective date. Excepted from this are adjustments which are unreasonable for you, e.g. adjustments which concern services of the Service which have already been booked with costs and which would be disadvantageous for you. The adjustments are considered approved if you do not object to them within 8 weeks after notification by email to rechtsanfragen@versus4u.com, whereby VERSUS4U will expressly point out the right of objection and the consequences of an omitted objection. If you do not agree to the adapted version of the Terms of Service or the VERSUS4U Privacy Policy, your right to use the Service ends at the time the adapted version becomes effective and no further use is permitted. VERSUS4U may amend the Terms of Service notwithstanding the above provisions if

- the adjustments are only of advantage to you
- the adjustments are purely technical or due to a system process and do not have a significant impact on you
- VERSUS4U is obligated due to compelling legal guidelines to adjustments. For example with changes of the valid legal situation
- VERSUS4U introduces additional services which do not in any way adversely affect your usage relationship.

1. License

1.1 Limited license to use the Service

Subject to your acceptance of these Terms of Service and Privacy Policy, VERSUS4U grants you a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to use the Service for your personal, non-commercial purposes. You also agree not to use the Service for any other purpose.

The following restrictions apply to the use of the Service:

- You may not create an account or use the Service if you are under 16 years of age. As a parent or guardian, you are responsible for ensuring this. You are fully responsible for any unauthorized use of the Service by children under the age of 16. You are also responsible for any use of your credit card or other payment system by children under the age of 16.
- You are not allowed to sell, rent or otherwise pass on your account. It is also prohibited to create an account with a false identity, false information or for someone other than yourself. If your account has already been removed or blocked by VERSUS4U, you may no longer use the service.
- You may not use your account for commercial purposes or use the Service for any form of advertising, promotion or distribution. This includes writing and sending chain, spam and junk email.

Information about your account and registration

When registering for the service, you must define a password as an integral part of the service. You are prohibited from sharing your access data, in particular your password, with others or from taking any action that may compromise the security of your account. Access via your access data is solely permitted to you, which is why you must refrain from any actions that could endanger the security of your account. If you obtain information or have sufficient suspicion that the security of your account could be endangered, you must inform VERSUS4U immediately and must change your access data. You are solely responsible for the use and confidentiality of your access data, including purchases, whether or not permitted by you.

VERSUS4U reserves the right to remove or reclaim any username at any time for any reason whatsoever, particularly if a third party makes a claim for infringement of its rights in relation to the username.

You may only register for a single account.

License restrictions

Any use of the Service in violation of these license restrictions is strictly prohibited and may result in immediate revocation of your limited license. You will also be subject to claims of infringement.

You agree that you will not, under any circumstances:

- Violate these Terms of Service or engage in abusive activities of our customer service.
- Attempt to defraud or participate in fraudulent activities through the use of any unauthorized software of any kind that interferes with or attempts to interfere with our game, game experience or service.
- Initiate or be involved in any way with any suspected malfunction or overload of any hardware or server used for our game or the Service.
- Disrupt or interfere with the normal operation of our service or take any other action that negatively affects the user experience of others. In particular, manipulation of all game results and the ranking list, abuse of errors in the service and the creation of unfair advantages by the violation of the functioning of the service are to be avoided.
- Initiate, contribute to or otherwise engage in any form of attack or other action that disrupts or interferes with the Service, its use, or another person's gaming experience, including but not limited to spreading viruses or denial of service (DoS) attacks.
- Attempting to gain unauthorized access to the Service, access data of others or to hardware, servers or networks connected to the Service by means other than those provided by VERSUS4U, including, but not limited to, circumventing or modifying, attempting to circumvent, modify, encourage or assist any other person to circumvent or modify any security measures, technologies, equipment or software that are part of the Service.
- Post content on the Service that is abusive, obscene, sexist, degrading, offensive, disrespectful, threatening, racist, pornographic, religious or otherwise objectionable or illegal.
- Distribute content in the Service that shows excessive violence, radical propaganda or other offensive material, or in which a connection to such content is apparent.
- Harass, abuse, or advocate, instigate or attempt to harass, abuse or otherwise violate other players, persons or groups, including VERSUS4U employees.
- Use the Service to publish content that violates any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or any other right of any third party, including our employees
- The source code of our software and intellectual property used to provide the Service, to reconstruct, disassemble, decipher or otherwise attempt to derive the source code or obtain information about the Service by methods not expressly permitted by VERSUS4U
- Collect, publish or attempt to collect information of a personal or private nature from other users of the Service, including personal text, image or video files or financial information, through the Service, including the Application.

VERSUS4U reserves the right to take appropriate action in the event of a culpable breach of the Terms of Service, which may range from the termination of your account to a ban on using our service.

1.2 Termination and blocking of the Account or the Service

WITHOUT LIMITING ANY OTHER RIGHTS, VERSUS4U MAY RESTRICT, BLOCK, TERMINATE OR DISCONNECT ANY ACCOUNTS OR ACCESS TO OR PARTICIPATION OF THE SERVICE, MODIFY OR DELETE THE SERVICE IF YOU CANNOT BE LIABLE TO FULLY COMPLY WITH THESE TERMS OF SERVICE, OR YOU ARE OTHERWISE LIABLE, ILLEGAL OR IMPERMISSIBLE TO USE THE SERVICE. VERSUS4U MAY RESTRICT OR BLOCK ANY ACCOUNTS OR ACCESS TO VERSUS4U'S SERVICE OR PARTIES THEREOF IF AND AS LONG AS VERSUS4U HAS A BASED CONSIDERATION OF A VIOLATION OF, OR IMPLIED OR IMPERMISSIBLE USE BY YOU. IN THE EVENT OF A VIOLATION OF OR IMPLIED OR IMPERMISSIBLE USE BY YOU, YOU MAY LOSE YOUR PROGRESS AND POSITION LEVEL AS WELL AS ADVANTAGES, PRIVILEGES, AND PRODUCTS OBTAINED AND PURCHASED WHEN USING THE SERVICE.

WITHOUT LIMITING ANY OTHER RIGHTS OF VERSUS4U, VERSUS4U MAY LIMIT THE SERVICE AND USE ACCOUNTS OR PARTS THEREOF BY THE NATURE AND PERIOD OF THE BREACH OR BASED CONVENTION (TERMINAL OR PERMANENT), (TERMINAL OR CONTINUOUS) FORBIDDEN ACCESS TO OR ALTERATION TO OUR GAME AND WEB SITE, AND THE CONTENT, SERVICES AND PROGRAMMES (TERMINAL OR CONTINUOUS), DELAY OR REMOVE HOSTED CONTENT (TERMINAL OR PERMANENT) AND TAKE TECHNICAL AND LEGAL STEPS TO PROHIBIT USERS ACCESS TO THE SERVICE (TERMINAL OR PERMANENT) WHEN WE THOUGHT THE BASED CONTENT THAT THEY COULD CREATE A RISK OR GIVE RISE TO LEGAL LIABILITY BY INFRINGING THE COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR BY CONDUCT INCONSISTENT WITH THE LATTER OR WITH THE SPIRIT OF OUR TERMS AND CONDITIONS. WE MAY CONTINUALLY BLOCK OR TERMINATE THE ACCOUNTS OF USERS WHO HAVE RECOGNIZED COPYRIGHTS OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

VERSUS4U RESERVES THE RIGHT TO CANCEL ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 365 DAYS AND HAS NO DEPOSITED UNUSED BALANCE. HEREBY YOU WILL BE INFORMED IN ADVANCE.

We reserve the right to discontinue providing or supporting the Service, the Game or any part of the Service at any time. We will notify you of this in good time in advance. Your right to use the Service or any part thereof will then automatically terminate at the time of discontinuation. In such cases VERSUS4U will not be liable to make any refunds, benefits or other compensation. This does not apply to any virtual currency or credit purchased by you and not yet used at the time of posting. Termination of your account may result in your inability to access the Service or any part of it, including any Content that you or others have submitted.

You can terminate your account at any time without giving reasons by informing VERSUS4U via the contact form of your cancellation request.

2. Ownership

2.1 Game and Service

The rights, title and interest in and to the Service belong exclusively to VERSUS4U (including but not limited to concepts, software codes, physical and virtual objects, procedures, documentation, in-game chat logs, profile information, and the client and server software). We reserve all rights to and in connection with our game and the

service, in particular all copyrights and industrial property rights as well as other property rights and proprietary rights.

2.2 Account

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT ACQUIRE ANY OWNERSHIP OR OTHER RIGHTS TO THE ACCOUNT BEYOND THOSE GRANTED IN THESE TERMS OF SERVICE.

2.3 Virtual Items

VERSUS4U owns all rights in the Service to provide you with the Service and in particular the Game in accordance with these Terms of Service. Notwithstanding anything to the contrary, you acknowledge that you have no or only limited (derived) rights (e.g. rights of use of virtual items and goods purchased by you) or titles to or in connection with the Service, including but not limited to free Virtual Items or goods as further described in clause 4.1. This also applies with regard to all other properties and features associated with an Account or stored in the Service (User Content as defined in clause 3 is excluded from this).

3. User Content

3.1 Submission of User Content

The "User Content" declaration includes all images, videos, sounds, any communication and all content, data and information that you upload or transmit through the Game or the Service, or that is uploaded or transmitted by other users. By uploading or transmitting User Content while using the Game or Service, you represent and warrant that such transmission or submission (a) does not violate any law, contractual restriction or third party rights, and that you have the permission of all those third parties whose personal data or proprietary rights are contained in or affected by such Content, (b) is free of viruses, malicious software (adware), spyware, computer worms or other harmful code; and (c) you acknowledge and agree that all personal data contained in such Content may be processed by VERSUS4U at any time in accordance with the Privacy Policy. We reserve the right to review, monitor, prohibit, edit, delete or disable any User Content, including yours, without notice for any reason or no reason.

3.2 Content Screening

VERSUS4U assumes no responsibility for the actions of users who provide user content and is not responsible for checking for inappropriate content or conduct. We cannot and do not pre-screen or monitor all User Content. Your use of the Service, in particular the Game, is at your own risk. By using our Service, you may be exposed to User Content that may be offensive, indecent or otherwise not in accordance with your expectations. You bear all risks associated with the use of User Content accessible in connection with the Service. We may, at our discretion, monitor and/or record your interactions and communications (including without limitation chat texts) with and through the Game and our Service.

We reserve the right, in our sole discretion, to review, monitor, prohibit, edit, delete, or prevent access to any User Content, including yours, at any time, with or without notice, with or without cause.

However, if at any time, in our sole discretion, we decide to monitor the Service, we assume no responsibility for User Content and are under no obligation to modify or

remove inappropriate User Content. We have the right, but not the obligation, to edit, refuse to post or remove any User Content that violates these Terms of Service.

3.3 Use of Information by other Members of the Service

Public discussions

Our Service may include forums, blogs and chat features where you can post user content, including your observations and comments on specific topics. VERSUS4U cannot guarantee that other members will not use the ideas and information you submit. Therefore, you should not post ideas and information through the Service that you wish to keep confidential and/or prevent others from using them. We are neither responsible for the evaluation and use of the content you provide nor for your indemnification.

Responsibility for your own Content

You are solely responsible for the information and content that you post and make available to others on or through the Service, including but not limited to the Game or in connection with the Service. VERSUS4U has the right to reject, not disclose or delete any User Content that, in our sole discretion, violates these Terms of Service.

3.4 VERSUS4U rights of use of your Content

By uploading or submitting Content to the Service, including but not limited to the Game, you grant VERSUS4U a worldwide, perpetual, transferable, non-exclusive, royalty-free license and permission to use such Content (including copying, reproducing, revising, modifying, creating derivative works from, marketing, publishing, distributing, publicly performing, publicly performing, electronically performing, and in any way, including marketing and promoting the Game and our Service). In addition, you grant VERSUS4U the unconditional right to use and exploit your name, profile picture and other public profile information without any obligations to you. VERSUS4U does not claim ownership of your User Content and none of the provisions of these Terms of Service are intended to limit your rights to use and exploit your User Content. VERSUS4U is not obliged to monitor or enforce intellectual property rights in your User Content.

3.5 User communications

You are solely responsible for your communications with other users of the Service and any other parties with whom you communicate through the Service and/or the Game. Without any obligation to do so, VERSUS4U reserves the right to participate in these exchanges in any way. You agree to cooperate fully with us in the detection of suspected unlawful, fraudulent or abusive activity. This includes in particular granting us access to password-protected parts of your account.

If you have a dispute with one or more users, you shall indemnify us against all claims, demands and damages of any kind, whether known or unknown, arising out of or in any way connected with such disputes.

4. Fees and Purchase Terms

4.1 Purchases

Through our Service, you may use real money to purchase a non-exclusive, non-transferable, revocable license, limited to your account and the duration of your authorized use of the Service, to use virtual currency, called coins, for use in our game. These coins serve the purpose of acquiring various virtual items, in particular jokers, restart functions and a premium account.

The purchase of virtual items is not permitted through any means other than through us or our authorized partners through the Service.

We are entitled to manage, regulate, control, modify or remove virtual items at any time and without prior notice. If VERSUS4U exercises any of these rights, VERSUS4U is not obliged to compensate you or any third party. This does not apply to rights of use purchased by you.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE.

The provision of virtual items for use in our game takes place immediately after your purchase has been accepted by VERSUS4U.

4.2 Payment of Fees

Any fees and taxes incurred are to be paid by you and you agree to this. VERSUS4U may change the prices of goods and services offered through the Service at any time in the future. YOU ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCES WILL VERSUS4U BE LIABLE TO YOU FOR ANY SUCH CHANGE. THIS DOES NOT APPLY IF YOU HAVE PURCHASED VIRTUAL ITEMS AND VERSUS4U CLOSES AN ACCOUNT WITHOUT GOOD REASON.

5. Updates of the Service

You are aware that the Game and the Service are constantly evolving. VERSUS4U is entitled to request updates to the Game that you have installed on your device. You also accept and agree that we may update the Game and Service without prior notice. Third party updates may also be necessary in order to continue to use the Game.

6. Disclaimer of Warranties

VERSUS4U IS LIABLE FOR MATERIAL DEFECTS AND DEFECTS OF TITLE ACCORDING TO THE APPLICABLE LEGAL PROVISIONS. WE CANNOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE GAME AND ITS SERVICE AT ANY TIME OR PLACE OF YOUR CHOOSING, THAT THE SERVICE WILL ALWAYS BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The exclusion of certain warranties is not permitted by some jurisdictions. Accordingly, some of the above disclaimers may not apply to you.

7. Liability and Exemption

VERSUS4U IS LIABLE FOR DAMAGES - INDEPENDENT OF THE LEGAL GROUND - ONLY IN CASE OF INTENT, GROSS NEGLIGENCE AND SLIGHTLY NEGLIGENT VIOLATION OF ESSENTIAL CONTRACTUAL OBLIGATIONS (CARDINAL OBLIGATIONS). ESSENTIAL CONTRACTUAL OBLIGATIONS ARE THOSE WHOSE FULFILMENT IS NECESSARY TO ACHIEVE THE AIM OF THE CONTRACT. IN CASE OF SLIGHT NEGLIGENT VIOLATION OF ESSENTIAL CONTRACTUAL OBLIGATIONS, THE LIABILITY OF VERSUS4U IS LIMITED TO THE REPLACEMENT OF THE CONTRACT-TYPICAL, FORESEEABLE DAMAGE. ESPECIALLY INDIRECT DAMAGES WILL NOT BE COMPENSATED. THE ABOVE LIABILITY LIMITATIONS ALSO APPLY IN FAVOUR OF LEGAL REPRESENTATIVES AND VICARIOUS AGENTS OF VERSUS4U, IF CLAIMS ARE MADE DIRECTLY AGAINST THEM. THE ABOVE LIABILITY LIMITATIONS DO NOT

APPLY TO CULPABLY CAUSED DAMAGES RESULTING FROM INJURY TO LIFE, BODY OR HEALTH.

THE PROVISIONS OF THE PRODUCT LIABILITY LAW REMAIN UNAFFECTED.

You agree to indemnify, defend and hold harmless VERSUS4U and all its affiliates from and against any and all claims, demands, damages or other losses, including reasonable legal fees, made by any third party due to or arising out of your use of the Service and in particular the Game or your breach of these Terms of Service. This does not apply if the infringement is not due to your intentional or negligent conduct.

8. Dispute Resolution and applicable Law

In the event of a dispute between you and VERSUS4U, we strongly suggest that you first contact us directly in order to find a solution. You can use the contact form and the options provided on the contact page (<https://www.versus4u.com/en/contact>). If you are a resident of the United States of America, these Terms of Service and any dispute arising out of or in connection with them, as well as the Privacy Policy and the Service, shall be governed in all respects by the laws of the State of California, without regard to conflict of laws provisions. You agree that any claim or dispute you have with VERSUS4U shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Los Angeles, California. If you reside outside the United States of America, you agree that all disputes between you and VERSUS4U shall be governed by Swiss law, subject to mandatory conflict of laws provisions. You agree that any claim or dispute you have with VERSUS4U shall be subject to the exclusive jurisdiction of a Swiss court. This does not apply, if compelling conflict of laws regulations provide something else.

9. Severability clause

You and VERSUS4U agree that if any part of these Terms of Service or the VERSUS4U Privacy Policy is found to be illegal or invalid, in whole or in part, by any court of competent jurisdiction, this Service will be ineffective, in accordance with that jurisdiction, in determining the invalidity or unenforceability, without affecting the validity or enforceability of the other parts of the Terms which shall continue to be valid.

10. Final Provisions

10.1 Assignment

VERSUS4U may assign or transfer the Service in whole or in part to any person or entity at any time with or without your consent. You will be informed of this in advance. You may not assign or transfer any of your rights or obligations under these Terms of Service or the Privacy Policy without the prior written consent of VERSUS4U.

10.2 Supplemental Policies

VERSUS4U may issue additional terms and conditions relating to a specific part of the Service, such as forums, competitions or loyalty programs. Your right to use this service is subject to these specific terms and conditions and these Terms of Service.

10.3 Entire Agreement

These Terms of Service, any supplementary terms and any documents expressly referred to herein (including the VERSUS4U Privacy Policy) contain the entire understanding between you and VERSUS4U and supersede any prior understandings between the parties with respect to such content, whether electronic,

oral or written, whether by custom, usage, rule or precedent, between you and us with respect to the Service.

10.4 No Waiver

VERSUS4U's failure to require or enforce strict compliance by you with any provision of these Terms of Service or the VERSUS4U Privacy Policy, or any failure to enforce any right arising therefrom, does not constitute a waiver or waiver of our right to enforce or invoke any such provision or right.

The express waiver by VERSUS4U of any term, condition or requirement of these Terms of Service or the VERSUS4U Privacy Policy does not constitute a waiver of any future obligation to comply with such term, condition or requirement.

No statement, opinion, consent, waiver or other act or omission by VERSUS4U shall be deemed a modification of these Terms of Service, nor shall it be legally binding, unless expressly and specifically provided for in these Terms of Service or documented by a document signed by you and an authorized person of VERSUS4U.

10.5 Notifications

We may inform you about publications on www.versus4u.com and by e-mail or any other means of communication you specify. All notices required of you under these Terms of Service or the VERSUS4U Privacy Policy must be in writing and addressed to: VERSUS4U GmbH, Winterhalde 33, CH-4451 Wintersingen, Switzerland.

10.6 Equitable Remedies

You acknowledge that the rights and obligations granted in these Terms of Service are unique and irreplaceable to VERSUS4U, the loss of which will cause irreparable harm to VERSUS4U and cannot be compensated for by financial damages alone, so that in the event of a breach or anticipated breach by you, VERSUS4U will be entitled to injunctive or other equitable relief (without the obligation of binding, surety or proof of damages).

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrict the operation of the Service or the Game, to exploit any advertising or other materials in connection therewith, or the Service, any Content or other materials used or displayed by the Service, and agree to limit your claims to claims for financial damages limited by Section 7 (if any).

10.7 Force Majeure

VERSUS4U is not liable for a delay or failure based on reasons beyond VERSUS4U's control, in particular a failure due to unforeseen circumstances or causes beyond VERSUS4U's control. This includes e.g. force majeure, war, terrorism, riots, embargoes, actions of civil or military authorities, fire, floods, accidents, strikes or restriction of transport possibilities, gasoline, energy, manpower or material.