

General Terms and Conditions Donville

1. GENERAL

1.1 Applicability

1.1.1 These Terms and Conditions apply to the Services provided by c.v. Mindgaming U.A. ("Mindgaming") and/or legal relations between Mindgaming and Users that are the result of the game offered by Donville, as well as the provisions resulting from it.

1.1.2 The General Terms and Conditions of Mindgaming have been filed at the Chamber of Commerce Haaglanden under number 27304797 and will be sent to the Customer free of charge upon request. Donville

1.1.3 Mindgaming is entitled to amend or add to the General Terms and Conditions of Mindgaming. The amended General Terms and Conditions of Mindgaming will apply from the moment of amendment, unless a written objection has been made within 30 (thirty) days after the date of the amendment.

1.1.4 The subjects indicated at the top of the articles of these Terms and Conditions have only been added to increase its readability. The content and the meaning of the article below the subjects are not limited to just that particular subject.

1.2 Definitions

1.2.1 The following words and subjects are written in capital letter in the General Terms and Conditions of Mindgaming. All the following words and subjects have the same meaning, whether it is written singular or plural.

1.2.2 Account:
Access to the personal part of the Service provided to a User. This contains the personal score, the Credits etc.

1.2.3 Manager
Persons or person employed by Mindgaming responsible for management.

1.2.4 Cookie:
A cookie is a tiny bit of information that is stored on the computer of the User by an application in the website.

1.2.5 Credits (Donbucks / D\$):
Currency within the Service provided.

1.2.6 Services:
All services provided by Mindgaming, which includes but is not limited to the game Donville, the ensuing provisions and the linked activities.

1.2.7 User:
The Customer who has been authorized by Mindgaming to make use of its Services.

1.2.8 Identification details:
Login name, passwords, addresses details and/or other codes.

1.2.9 Mindgaming:
Mindgaming U.A. and its legal successor.

1.2.10 Customer
Any person who registers as a User.

1.2.11 SaaS:

'Software as a Service' includes making the Services by way of a web application available, directly or indirectly through third parties.

1.3 Description of the Services

1.3.1 Mindgaming offers the game Donville and all related services, such as chat and e-mail, subject to these terms and conditions.

1.4 Registration

1.4.1 When registering for the Service, the Customer accepts these Terms and Conditions, the Customer becomes a User and is given temporary access to certain user entitlements on the Services provided, as well as a personal Account.

1.5 Privacy

1.5.1 Mindgaming stores personal details of the Users, such as name, e-mail address and IP-number and can place cookies on the computer of the User.

1.5.2 Mindgaming stores the personal details for the following purposes:

- a) For marketing purposes after the explicit approval of the User has been obtained
- b) For the realization of the general goals of Mindgaming; this includes the correct functioning of Donville.

1.6 Account

1.6.1 After the Customer has registered, he will be given a User Account. The User must ensure that his password is kept secret and only he can amend it. The User is therefore the only person responsible for the activities performed with his personal Account. That is why the User must ensure that his Account has been closed appropriately and in accordance with the applicable procedure.

1.6.2 It is not permitted to have more than one Account per User.

1.7 Obligations Users

1.7.1 The User must act in accordance with the relevant rules and regulations, as well as these Terms and Conditions, and must always follow the instructions given by Mindgaming directly.

1.8 Agreement

1.8.1 The agreement between Mindgaming and the Customer is of unlimited duration. The termination of the agreement is done by sending a notice Termination by e-mail. A notice period of one week applies.

1.8.2 After the agreement has been terminated, for whatever reason, the Customer can no longer derive rights from the Agreement, notwithstanding the continued existence of the obligations of the parties that, as a result of their nature, are to continue after the Agreement has been terminated, which includes but is not limited to the obligations resulting from the ownership entitlements.

1.9 Liability

1.9.1 Seeing the low-threshold character, i.e. free, of Donville, i.e. part of the Service, the total liability of Mindgaming is limited to the amount stated in the agreement up to a maximum amount of 10,000 EUR (ten thousand Euro, excluding VAT), pursuant to article 1.9.2, to be paid for direct

- damages suffered, whereby a series of events is considered as one event.
- 1.9.2** If the agreement also consists of a continuing performance contract with a duration of more than one year and the Mindgaming's liability results for this continuing performance contract, the price included as a condition has been set at the total of the payments (excluding VAT) actually paid by the Customer to Mindgaming, based on the continuing performance contract for 1 (one) year, which is the year in which the damage occurred; the maximum amount has been set at fifteen thousand Euro (15,000 EUR).
- 1.9.3** Mindgaming's total liability for damage as a result of death or bodily harm will never exceed one million Euro (1,000,000 EUR), whereby a series of events is considered as one event.
- 1.9.4** Direct damage only includes:
- a) the reasonable costs incurred for the determination of the cause and the scope of the damage;
 - b) the reasonable costs incurred for the prevention or limitation of damage, insofar as the Customer can prove that these costs have led to the limiting of the damage.
- 1.9.5** Mindgaming's liability for indirect damage, which includes consequential loss or damage, lost profit, lost savings, destruction or loss of files and/or data, loss due to delays, loss suffered, damage caused by insufficient supply of information and/or lack of cooperation by the Customer, damage as a result of business interruption or claims of third parties with respect to the Customer, are explicitly excluded.
- 1.9.6** Except for the instances referred to in 1.9.1 and 1.9.3, Mindgaming bears no liability whatsoever for damages, irrespective on the grounds on which the request for damages is based.
- 1.9.7** A liability issue is only valid if Mindgaming has been given a notice of default from the Customer, directly, completely and in writing. Thereby stating a reasonable term in which Mindgaming can remove its shortcoming and stating that Mindgaming is still held accountable for not meeting its obligations, should the issue continue after this period has lapsed. The notice of default must include a description of the shortcoming, detailed as much as possible, enabling Mindgaming to respond appropriately.
- 1.9.8** Condition for the entitlement to any payment of damages is always that the Customer must send Mindgaming a letter by registered mail within sixty (60) days after the damages occurred in order to inform Mindgaming and to take all measures necessary to limit the damage.
- 1.10** **Transfer**
- 1.10.1** The agreement concluded between Mindgaming and the Customer and the rights and obligations resulting thereof cannot be transferred to third parties without explicit written permission from Mindgaming.
- 1.10.2** The customer hereby entitles Mindgaming to transfer the whole agreement, or parts thereof, without requiring the explicit permission of the Customer, to
- a) the parent companies, sister companies and/or subsidiaries;
 - b) a third party, as a result of a merger or a takeover of Mindgaming.
- 1.11** **Force majeure**
- 1.11.1** None of the parties are obliged to meet any obligation if they have been prevented from doing so as a result of a circumstance beyond their control, according to the law, legal act or according to generally accepted standards. These also include situations beyond Mindgaming's control and Mindgaming's operating risks, including but not limited to shortcomings of Mindgaming's suppliers, necessary information not being available in time, information and/or specifications, amendment of such information, the specifications not being correct and/or functional descriptions of services provided by third parties and/or products supplied by third parties, fire, explosions, power failure, network disturbances, flooding, illness, lack of staff, strikes, short-term strikes, slower working actions or other labour conflicts, accidents, governmental actions, the failure of obtaining a permit or permission it needs, lack of raw materials, theft, traffic hindrance and/or traffic blockades.
- 1.11.2** If force majeure has a temporary nature, Mindgaming can postpone the agreement until such time that the situation in question has been resolved, without being required to pay damages.
- 1.11.3** During force majeure, Mindgaming retains the right to request payment of services rendered by Mindgaming before it became aware of the force majeure.
- 1.11.4** If one of the parties is subject to force majeure for longer than three months, both parties have the right to dissolve the agreement without being liable to pay damages for the agreement having been dissolved.
- 1.2** **Nullity**
- 1.12.1** If one or more provisions, or parts thereof, in the agreement have been declared null and void, annulable, or have lost their validity for a different reason, the other provisions or the rest of the provision in question remains in force.
- 1.12.2** Parties will meet and discuss the agreements that have been declared null and void, annulable, or have lost their validity for a different reason, in order to reach agreement on the replacement for the provision, in the understanding that the parties will strive to maintain the remaining part of the agreement, or the remaining part of the provision.
- 1.13** **Applicable law and Settlement of disputes**
- 1.13.1** All the agreements concluded by the Customer and Mindgaming are subject to Dutch law.

1.13.2 Disputes between parties that cannot be resolved by mutual consultation will be brought before the competent Court in The Hague.

2. MINDGAMING SERVICES

2.1 Right of use Donville

2.1.1 Mindgaming provides the Customer the non-exclusive right for the personal use of the Services.

2.1.2 The Customer is not permitted to copy, nor have it copied by third parties, resale, duplicate or amend the Services in any way without first having obtained the written permission of Mindgaming.

2.1.3 The right of use of the Services cannot be transferred to third parties.

2.1.4 The reverse engineering or decompiling of Services provided by Mindgaming is forbidden, unless this has explicitly and legally been permitted.

2.1.5 The right of use commences after the Customer has registered and has met all his other obligations.

2.2 Inspections

2.2.1 Mindgaming is only entitled to include technical limitations and a control mechanism in order to prevent abuse. Mindgaming is therefore entitled and able to review everything.

2.2.2 If it is clear from the inspections or otherwise that the User has been abusive, then Mindgaming is entitled to refuse access to the User, or to remove the Account the User has generated.

2.3 User content

2.3.1 The User is responsible for his own use of the Service. If the User uploads certain content within the Service, the User is responsible for this content. The User must adhere to the code of conduct referred to in 3.7 and must act in accordance with the rules and regulations of the country where the User is located when using the Service.

2.3.2 The User is aware that he will be able to see content of other Users within the Service, the content of which may be inappropriate, aggressive, indecent or horrific. Mindgaming cannot pre-screen this content. Should the User come across such content within the Service that is against the code of conduct, or is otherwise offensive, the User must report this to the Manager.

2.4 Credits

2.4.1 Users who have logged in as being younger than 16 years old cannot purchase Credits.

2.4.2 Credits are points the Users can collect in Donville. These Credits represent a certain monetary value, determined by Mindgaming for Donville ("DonBucks" or "\$"), which can be used for making purchases. Mindgaming is entitled to set additional conditions for the spending and/or use of these Credits.

2.4.3 The Credits are personal and cannot be transferred to third parties.

2.4.4 The Credits and/or the residual value thereof cannot be exchanged for money and are valid up to one year after the date of issue, though only for the duration when the Customer is and remains a User.

2.4.5 Users who are logged in as being older than 16 years old can purchase Credits under the conditions laid down by Mindgaming.

2.4.6 Restitution. If there is a dispute with respect to payments to Mindgaming, Mindgaming will try to resolve this issue based on these Terms and Conditions to everyone's satisfaction. If these Terms and Conditions do not provide grounds for a solution in the dispute, Mindgaming will proceed with the restitution of the balance relating to, or in proportion to, the source of the dispute in question.

2.5 Termination Users rights

2.5.1 Mindgaming is entitled to refuse access to a certain Account without providing a reason for it.

3. Donville through SaaS

3.1 General

3.1.1 For the access to and the use of SaaS, the Customer has access to equipment and programs, directly or indirectly, which meet the norms and/or requirements determined by Mindgaming, of which the Customer has directly or indirectly been informed.

3.1.2 The Customer is obliged to follow Mindgaming's instructions with respect to the Services.

3.1.3 Mindgaming is entitled to view the log files and similar files for the purpose of analysing the use. The results of such an analysis will not be made available to third parties. Third parties do not include the parent companies and/or subsidiaries of Mindgaming.

3.2 Obligation Mindgaming

3.2.1 Mindgaming, to the best of its availability and insofar as Mindgaming has influence thereupon, strive to achieve an availability percentage of 98%. The percentage referred to in article 3.2.1 is measured over a period of a calendar year.

3.2.2 Mindgaming does not have any obligations with respect to the availability, reliability or other performance requirements relating to telephone lines, the internet and/or other networks and the provisions resulting because of it.

3.2.3 Mindgaming will strive to arrange all the useful and necessary measures to ensure the correct functioning and the continuity of the Services.

3.2.4 Mindgaming will strive to achieve a level of technology that will provide sufficient physical and logical insurance against unlawful access by third parties to the computer equipment, computer programs used by Mindgaming and/or stored data.

3.3 Browser

3.3.1 Donville is accessible to the Customer through a browser. The Customer will be informed by Mindgaming regarding the browsers that enable the optimising of Donville, once the agreement has been concluded.

3.3.2 Mindgaming is not obliged to keep the browsers as referred to in 3.3.1 in optimal condition. Mindgaming is entitled to make amendments which could influence the browsers used by the

- Customer or the browsers advised by Mindgaming without being subject to payment of damages.
- 3.3.3** If an event such as the one described in 3.3.2 should arise, Mindgaming will do all that could reasonably be expected to enable the Customer to make the transition to the other browser. Any costs the Customer may have as a result of the transfer are payable by the Customer.
- 3.4 Use of identification data**
- 3.4.1** Mindgaming will only provide identification data to the Customer for use of the Services. The Customer will be careful in his handling of this information. The Customer will inform Mindgaming if it is lost, stolen and/or subject to other forms of unlawful use, in order to enable the parties to take suitable measures.
- 3.4.2** The Customer bears all responsibility, liability and costs resulting from the use of the identification data, used and/or distributed by the Customer. Mindgaming is never responsible for the abuse and/or unlawful use of Identification data.
- 3.4.3** If it can reasonably be suspected that Identification data of the Customer have been abused or unlawfully used, Mindgaming can provide the Customer with instructions, which the Customer needs to follow.
- 3.4.4** If it has been determined that the Identification data have been abused, or if the Customer has not responded to the instructions referred to in 3.4.3, the Customer is immediately in default.
- 3.5 Data traffic of Customer**
- 3.5.1** Mindgaming has no control over and/or insight into the content of the data traffic between Users. Mindgaming only acts as a go-between. Mindgaming does not provide guarantees with respect to the content of the data and, for example, its reliability and completeness.
- 3.5.2** The Customer is responsible for the content of the data traffic sent by the Customer. The code of conduct as referred to in 3.7 applies, where needed, to the Customer.
- 3.5.3** The Customer provides a guarantee and safeguards Mindgaming against any type of claim, complaint or dispute of a third party with respect to the content of the data traffic, or the information the Customer sends.
- 3.6 Personal details**
- 3.6.1** The Customer is responsible for the protection of his personal details that are sent, or amended, included with the equipment and/or programs of Mindgaming for the Customer.
- 3.6.2** The Customer safeguards Mindgaming against all claims for the breach of privacy.
- 3.6.3** Insofar as the Customer is authorized to do so, the Customer explicitly agrees to the inclusion of personal details of Users in the personal registration of Mindgaming for the purposes of administration and management. This personal registration also includes Identification data and is only accessible by Mindgaming. This information is not shared with third parties, unless Mindgaming is compelled to do so as a consequence of the law or a court judgement.
- 3.6.4** With the exception of that which is stated in 3.6.1, Mindgaming is responsible for the protection of personal details, the use of which is necessary for Mindgaming for the correct execution of the

agreement. Mindgaming will safeguard the Customer being liable when approached by a person who files a court case against the Customer, based on information that the person obtained as result of a breach of the Customer's privacy, due to negligence or an act by Mindgaming.

- 3.7 Code of conduct**
- 3.7.1** The Services must be responsibly used. It is forbidden to use the Services in such a way that:
- damages could occur in the systems of Mindgaming and/or third parties;
 - disruptions of the use could occur.
- 3.7.2** It is forbidden to use the Services for illegal practises and/or contrary to the agreement. This includes, but is not limited to, the following acts and behaviours:
- the breach of the rights of third parties, or the making available of the breach of third parties' rights. This includes but is not limited to the intellectual property rights and privacy rights;
 - not meeting the current legislation and/or relevant rules and regulations;
 - spamming, i.e. the unwanted spreading of advertisements and other messages, or giving the opportunity thereto to third parties;
 - flooding;
 - advertising;
 - implementing of scripts
 - logging in under a different Account than one's own;
 - implementing a 'game bug';
 - having more than one Account;
 - the storage/spreading of child pornography;
 - sexual intimidation, discrimination, hateful expressions, bullying and/or any other way of harassment;
 - the spreading, or making available, of obscene, offensive or hurtful material and/or other material of such nature to third parties in any other way;
 - Threats;
 - Storage and spreading of viruses, worms and/or other destructive activities;
- o)** The accessing without permission, i.e. hacking, of accounts, systems and/or networks of third parties and/or Mindgaming and/or the performance and/or not performing an activity and thereby enabling hacking.
- 3.7.3** Mindgaming retains the right to disable a certain User's Services, to remove certain content and/or to postpone its obligations if Mindgaming considers this necessary, if legislation or a judgement dictates it and/or if a third party points it out to Mindgaming and/or there is a suspicion that the rights of a third party are breached, or acts are made that contradict that which is stated in the General Terms and Conditions of Mindgaming and/or the agreement are not fully adhered to, or adhered to in an insufficient manner, up until the moment the User fulfils the obligations again.
- 3.7.4** Mindgaming and/or third parties will never be liable for any damages suffered by the Customer and/or third parties based on article 3.7.3 and/or for the measures taken by Mindgaming. The obligation of payment of the agreed amounts remains in force during the measures taken by or on behalf of

Mindgaming as a result of that which is stated in 3.7.3..

- 3.7.5** If the nature of the acting and/or not acting of the Customer justifies it and/or the actions are continued despite the measures of or on behalf of Mindgaming, as stated in article 3.7.3, Mindgaming is entitled by law to dissolve the agreement without Mindgaming being liable for payment of damages or restitution of monies paid in respect thereof.

4. PRICES/PAYMENTS

4.1 Prices and Payments

- 4.1.1** All prices exclude VAT and exclude any additional governmental levies. The amounts owed will be invoiced including VAT and including any governmental levies.

- 4.1.2** Payment by the Customer can be made in the ways indicated during the purchasing process.

4.2 Price changes

- 4.2.1** Mindgaming will offer the Customer the opportunity to be informed of any price changes. If the Customer does not agree to the price changes, the Customer is only entitled to terminate the agreement as of the date when the price change will take force, if the total price increase during 1(one) year will exceed the inflation figure published by the CBS of the actual year, or the preceding year for price increases announced for the coming year, by more than 5%.

5. INTELLECTUAL OWNERSHIP RIGHTS

5.1 Rights of Mindgaming and Customer

- 5.1.1** Mindgaming has the exclusive right to further develop the Services and to make the use thereof available to third parties by issuing licenses.

- 5.1.2** The Customer acknowledges that all current and future intellectual ownership rights, industrial ownership rights, other rights and the registration and/or request of the abovementioned rights and/or similar rights for the full term and possible extensions or renewals thereto, now or in the future, are forever owned by Mindgaming, or will be transferred to Mindgaming.

- 5.1.3** The Customer is not permitted to remove or change any reference with respect to the intellectual ownership rights, industrial ownership rights, other rights, brands and company names in the Service, or to have such acts done on their behalf.