

Terms of Use
for the RENNSPORT Platform
by
Competition Company Suisse AG

These Terms of Use govern the contractual relationship between the User (hereinafter also referred to as the “**User**”) and Competition Company Suisse AG Kappelplatz 1, CH 6004 Luzern (hereinafter referred to as “**Provider**”) as the provider of the RENNSPORT Platform (hereinafter referred to as “**Platform**”).

The User and the Provider may be referred to in these Terms of Use individually as “**Party**” or collectively as “**Parties**”.

The use of the Platform requires a client provided by the Provider as iOS App (available via Apple App Store), as Android App (available via Google Play Store), as Game (available via Epic Store) or clients provided by third parties via the Application Programming Interface (“**API**”).

These Terms of Use can be accessed, printed, downloaded and saved at any time on <https://legal.rennsport.gg/TermsAndConditions.pdf>.

1. General Provisions and Subject Matter

- 1.1. The Platform is an online Platform providing Users access to collaborative games which may be provided on the Platform. On the Platform, the User may participate in games and connect and communicate with other users.
- 1.2. The Platform allows Users to create content for use on the Platform, such as gameplay level, cars, racetrack, paintjobs or livery design (hereinafter “**Digital Goods**”) and the Provider may offer Users Digital Goods to Users for purchase. Users can also trade such Digital Goods with other users.

- 1.3. The use of the Platform requires an end user device with an internet connection and a client or current internet browser. The User is responsible for providing and configuring the required browser and/or other software.
- 1.4. Communication between Provider and User will take place exclusively via email or after registration via messages within the Platform. Statements and information sent to the User by email will be deemed to have been received as soon as they are received on the email server.
- 1.5. The access to the Platform does not automatically grant the User access to certain games. The Provider may in its own discretion invite users to participate in games and make such access subject to further agreements between the Provider and the User and provide certain parts of the Platform or certain functionalities exclusively against payment.

2. Registration, Conclusion of the User Agreement and User Account

- 2.1. To participate in the Platform, the User can sign up by registering a user account on the registration page to the Platform and accepting these Terms of Use. To register a user account, the User needs to provide a username, an email address and password and must accept the Terms of Use. The username will be displayed as to other users on the Platform. Upon filing for registration, the User will receive an e-mail with a link to confirm the registration.
- 2.2. The User must carefully store the password for the user account and will protect the user account and the devices used to access the Platform from unauthorized access. In case the User becomes aware of an unauthorized access of third parties, the User must inform the Provider without undue delay.

3. Grant of Rights to Content and Rights of Use to the Platform

- 3.1. Provider retains all right, title and interest to the Platform, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. The Platform may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from the Provider. Any person copying, reproducing or

distributing all or any portion of the Platform in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in Germany or their local country.

- 3.2. The Platform contains material and software from third party licensors including open source software and trademarks used as design elements of the game. The Provider does not claim ownership relating to such parts of the Platform and design elements. The list of open source software components and the respective licenses are made available by the Provider upon request. The Provider's licensors of these materials may also protect their rights in the event of any violation of this Agreement.
- 3.3. Subject to this Agreement and its terms and conditions, Provider hereby grants the User the nonexclusive, non-transferable, non-sublicensable, limited right and license to use the Platform for the User's personal non-commercial use for gameplay. The License does not include the right to download, copy or modify the Platform or parts thereof. The User's acquired rights are subject to the User's compliance with these Terms of Use. The term of the license under these Terms of Use shall commence on the date that the User subscribes to the Platform and ends on the earlier date of either the User's disposal of the Platform or the termination of the subscription agreement. The License granted to the User terminates immediately if the User attempts to circumvent any technical protection measures used in connection with the Platform. The Platform is being licensed to the User and the User hereby acknowledges that no title or ownership in the Platform is being transferred or assigned and this Agreement should not be construed as a sale of any rights in the Platform. All rights not specifically granted under this Agreement are reserved by Provider and, as applicable, its licensors.
- 3.4. The Platform allows users to create user generated content, including Digital Goods, that may be made available to other users and may be used within the game and for the purpose to make such users generated content available to gaming communities. The User therefore grants the Provider in exchange for use of the Platform, a non-exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use the user generated content, created by the User in connection with the use of Platform in any way and for any purpose in connection with the Platform and related goods and services, including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, make publicly available or otherwise communicate to the public by any means whether now known or unknown and distribute the user generated content without any further notice or compensation to the User of any kind for

the whole duration of protection granted to intellectual property rights by applicable laws and international conventions, including the right to use such Digital Goods and content for marketing purposes e.g. in blogs, social media or advertisements. To the extent other users' use of the Platform and the participation in games requires the use of such user generated content and the use of Digital Goods, the User hereby grants all users of the Platform a limited right to use the user generated content and the Digital Goods, including the right to, copy, adapt, modify, display and make publicly the user generated Content and the Digital Goods available without further notice or compensation. To the extent legally possible the User waives all rights to attribution with respect to the Providers and other users' use and enjoyment of such assets in connection with the Platform and related goods and services under applicable law.

3.5. The users may acquire Digital Goods offered by the Provider and other users. To enable users to trade the Digital Goods on the Platform, the Provider grants the User the right to modify the Digital Good acquired from the Provider and to transfer the Digital Good, including the right to modify and transfer such rights in the Digital Good to other users. If the User trades Digital Goods created or modified by the User, the User grants the users acquiring the Digital Good the right to modify, alter and change the Digital Good acquired from the User in any way, and to display and publish such Digital Good including the right to transfer the Digital Goods and all rights in the Digital Good granted by the User without compensation. This right to transfer the rights in the Digital Goods to other users of the platform is restricted to the particular Digital Good acquired from the Provider or a user of the Platform and does not grant any rights to sublicense sell or copy Digital Goods or any rights of users or third parties. In particular the license granted by Users does not include the right to reproduce the Digital Goods for the purpose to sell distribute or otherwise marked Digital Goods or content to other parties or users.

3.6. The User guarantees, that the user generated content and the Digital Goods do not infringe the rights of third parties including copyrights, trademarks, patents, trade secrets or other immaterial rights.

4. Third-Party Content

4.1. The User acknowledges that the other users can provide images, graphics, texts and other content provided by and through the Platform. The Provider does not regularly review such content prior to the upload. The Users are responsible for the accuracy, completeness, appropriateness and/or usefulness of such content. Content should not

necessarily be relied upon. The Provider makes no representations or warranties published by or through the Platform is accurate, complete, current or appropriate.

5. Payment conditions and prices

- 5.1. To use specific games or parts or functionalities of the platform, the Provider may offer users subscription plans against payment. The subscription fees and currencies accepted for subscription and payment methods available at the User's location will be displayed with the details of the subscription package. The User may place an order for a subscription plan, by providing contact data and payment information in the subscription form and sending the order via the online form.
- 5.2. In case of a use of third-party payment providers, that provider's terms and feed may apply to the payment made to the Provider. The fees include value added taxes as applicable.
- 5.3. The Provider may accept the offer by confirming the order via e-mail or by providing access to the subscription package.
- 5.4. The User has a right to withdrawal according to the withdrawal policy set out at the end of these subscription terms and as provided with the order confirmation. If the user requests the immediate start of the services orders under the subscription package, the User has to confirm that the User was informed about the obligation to pay an adequate amount of the services even in case of revocation of the contract.

6. Term and Termination of the User Agreement

- 6.1. The subscription agreement between the User and the Provider comes into effect upon registration for the Platform. The User may terminate the subscription to the platform any time. Upon termination by the User, the Provider will delete the User's account the latest 14 days after receiving the termination notice. The Provider may terminate the subscription to the platform with a three months' notice.
- 6.2. If the User subscribed to a subscription plan that is subject to a subscription fee, the subscription will automatically renew after the initial term for an indefinite term unless terminated by the User or the Provider any time to the end of the subscription term.

During the renewal term, the User and the Provider may terminate the subscription plan any time to the end of the month.

- 6.3. To terminate the subscription to the Platform or to a subscription plan the parties must notify the other party user by written statement or by email. The User may also notify the Provider via the online termination form or by deactivating the auto-renewal of the subscription.

7. User Obligations

- 7.1. The User is solely responsible for all activities on the Platform, the content and/or other information the Users publishes, transmits and/or posts through the website and/or the services on the Platform or the API to the Platform. The User undertakes to comply with the relevant statutory provisions (e.g. image rights, third-party publicity rights including the right to privacy, third-party copyright, trademarks and name rights and regulations on the protection of minors).
- 7.2. The User acknowledges that the other users can provide images, graphics, texts and other content provided by and through the Platform. The Provider does not control the content provided by users and/or third parties that is provided by and through the Platform. Such Users and/or third-party providers are responsible for the accuracy, completeness, appropriateness and/or usefulness of such content. Content should not necessarily be relied upon. The Provider makes no representations or warranties that the content and other information is accurate, complete, current or appropriate.
- 7.3. The User undertakes to provide correct and complete information required for the registration of the user account, and to keep this information up to date always. The User shall inform the Provider if the email address is deleted or has changed.
- 7.4. The communication language on the Platform is English.

8. Terms of Use and Restrictions for User Content

8.1. The User may only use the Platform, the clients provided by the Provider and the API in a manner consistent with all applicable laws, rules and regulations. In connection with the use of the Platform, the User agrees not to do the following:

- carry out any illegal form of advertising communication, inadmissible advertising or commercial addressing to other Users or third parties;
- send spam, chain letters or junk emails, in particular messages to Users that are not related to the Platform, or the games provided via Platform, repetitive messages with identical content or advertisement for third parties:
use any robot, spider, scraper, site search/retrieval application or other manual or automatic device or process to retrieve, index, perform data mining, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, its content or user information;
- tyrannize, intimidate, insult or harass other users;
- to publish content which is despicable or threatening or which calls for violence or contains depictions of violence;
- use the Platform to perform or assist in any unlawful, misleading, malicious, or discriminatory activity;
- attempt to entice Users to other Platforms/platforms;
- other misuse of our Platform;
- disseminate personal information such as telephone numbers, addresses, URLs, email addresses or confidential information of other users or third parties without their consent;
- distribute audio files, text, photos, videos, or other images that contain confidential information of other Users or third parties;
- falsely impersonate another natural or legal person;
- stalk or otherwise harass other users or third parties;
- without our express prior written consent, claim or imply that statements made by the User are endorsed by the Provider;
- publish, distribute or reproduce in any manner whatsoever any copyrighted material, trademarks, service marks, trade secrets, patents, domain names or other proprietary information without obtaining the prior consent of the owner of the copyrighted rights;

- post, offer for download, transmit, advertise or otherwise make available any illegal or infringing software, products or services, including, but not limited to, spyware, adware, unsolicited advertising programs (spamware), unsolicited advertising services, denial of service attack initiation programs, mail bombing programs and unauthorized access programs to networks on the Internet, to post, offer for download, transmit, advertise or otherwise make available any software, products or services that are illegal or violate the rights of third parties;
- use any metatags, codes or other methods that link to the Platform, its services and/or the website to direct any person to any other website for any purpose; and/or modify, adapt, sublicense, translate, sell, reverse engineer, decrypt, decompile or otherwise disassemble any portion of the Platform or any software used on or for the Platform;
- upload any code that harms the Platform or restricts or otherwise affects the functionality of the Platform;
- obtain third-party credentials or access an account owned by another User;
- take any action that may block, overburden or impair the proper working of the Platform or interfere with any services, the website and/or any servers or networks connected to it;
- post, download, email or otherwise transmit any material that contains software viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- use the Platform to plan, coordinate, offer or communicate about any illegal activities;
- alter or manipulate the Platform to unduly influence the games or sports tournaments by altering the inputs except for standard inputs or inputs via human interface devices.

8.2. The Provider has the right to terminate the subscription agreement with immediate effect, after becoming aware of any of the practices listed above. The Provider reserves the right to use all available legal remedies against Users who engage in the above prohibited conduct.

9. Infringement of terms and sanctions

- 9.1. Compliance with these Terms of Use is of considerable importance for the functionality of the Platform. The Provider will therefore impose sanctions in accordance with this section on a User if and to the extent that the Provider has reasonable grounds to believe that a User is in breach of statutory provisions, the rights of third parties, and/or these Terms of Use. In the event of serious personal attacks, insults, defamation and threats, the Provider reserves the right to involve law enforcement authorities.
- 9.2. When choosing the sanction to be imposed, the Provider will consider the interests of the User concerned and, among other things, whether there has been any misconduct through no fault of our own or whether the infringement has been committed culpably. The following measures and sanctions may be considered by the Provider depending on the severity of the misconduct:
- issuing a warning to the User (as mildest remedy);
 - partial and complete deletion of contents of a User;
 - requesting proof of the authenticity of the respective profile owner;
 - restriction on the use of Platform;
 - temporary blocking of the user account;
 - final blocking of a User and banning a User.
- 9.3. In the event of a culpable and serious breach of these Terms of Use, the Provider reserves the right to assert claims for damages in the amount of the respective damage.
- 9.4. In extreme cases, the Provider reserves the right to change, suspend or terminate any account, including any features, content or services, at any time and for any reason. The Provider may also restrict the use of certain services, content or features and/or restrict the User's access to portions of the Platform without notice or liability.

10. Changes to the Platform

The Provider reserves the right to change the Platform and the functions contained therein to improve the user experience on the Platform. For this purpose, the Provider can remove individual functions from the Platform, add new functions or replace existing functions with others.

11. Warranties and rights in case of defects

Unless the User is a resident of the European Union, the Platform is provided “as is” without warranties of any kind, without limitation warranties relating to title or fitness for a particular purpose and the Provider does not warrant that the Platform is error free or does not contain any defects or that any defects will be corrected. For Users residing in the European Union and for services made available under a subscription plan the warranties apply as per applicable statutory law.

12. Limited on liability

- 12.1. The Provider does not assume any liability for the constant accessibility or availability of the Platform and is not liable for downtimes due to necessary maintenance work or new errors, as far as these were not foreseeable and can be reasonably expected from a conscientious average developer.
- 12.2. An editorial review of the content posted by Users does not take place. The Provider therefore accepts no liability for the accuracy, completeness and usability of the information and content of Users or other third parties published on the Platform.
- 12.3. The Provider shall be liable for damages caused by an intentional or grossly negligent breach of duty or malice on the part of the Provider, its legal representatives or its vicarious agents. As far as the Provider is liable for a grossly negligent breach of duty according to the foregoing sentence, the liability for damages is limited to the foreseeable, typically occurring damages.
- 12.4. The Provider shall also be liable for damages caused by slight negligence, insofar as the negligence relates to the breach of such essential contractual obligations, the fulfillment of which enables the proper execution of this Agreement and on which the User may regularly rely (cardinal obligations). In this case, however, the liability is limited to the foreseeable, typically occurring damage.
- 12.5. Furthermore, the Provider shall be liable without limitation for damages to life, body and health for which it is responsible, and which are based on a negligent or intentional breach of duty. Furthermore, the Provider shall also be liable, insofar as it has given a guarantee of quality with regard to the contractual services, within the scope of this guarantee.

12.6. Any further contractual or statutory liability is excluded - unless it is mandatory by law, regardless of the legal nature of the asserted claim.

12.7. Insofar as the liability of the Provider is excluded or limited, this shall also apply to the personal liability of its employees, representatives, and vicarious agents as well as to its liability for their conduct.

12.8. If the Provider provides the Platform to the Licensee free of charge, the Provider shall only be responsible for intent and gross negligence, unless the Provider fraudulently conceals a legal defect or a defect in the Platform, in which case the Provider shall be liable to compensate the User for any damage arising from this. The Provider does not assume any further warranties or liabilities.

13. General Provisions

13.1. The Provider may amend these Terms of Use from time to time and will notify the User of any changes by e-mail to the e-mail address associated provided by the User. The Provider will request the User's consent to the amendments in case of significant changes, which affect the contractual relationship. Insignificant changes (e.g. amendments required due to changes in law or case law relating to the protection of minors, health protection, tax law etc. or that are necessary to correct contractual imbalances in the relationship between the User and the Provider insofar as this is arising after the initial conclusion of the subscription agreement or for the purpose of adapting to changed legal or technical requirements) shall become part of the Terms of Use unless the User objects to such amendment in writing or text form within four (4) weeks of receipt of the notification of amendment. In case the User declares objection to the amendments of the Terms of Use or denies consent to significant amendments, the Provider reserves the right to terminate the subscription agreement. The Provider will inform the User separately of the significance of this four-week period in the email containing the amended the Terms of Use.

13.2. The User may not assign any of the rights or obligations granted under these Terms of Use. The Provider may assign, transfer or delegate any of its rights and obligations hereunder.

13.3. Swiss law applies exclusively to any disputes arising out of or in connection with these Terms of Use but excluding any renvoi and further excluding the UN Convention on

Contracts for the International Sale of Goods (CISG). If the User is a consumer, the User shall benefit from any mandatory provision of the law of the country in which the User is a resident. The choice of law shall therefore not apply, if this would have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable under local law.

13.4. Should any provision of these Terms of Use be or become void or ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions. Any provisions of these Terms of Use that are not included or are invalid shall be replaced by statutory law.

13.5. The European Commission provides the Platform for online dispute resolution under the following link: <https://ec.europa.eu/consumers/odr>. The email address of the Provider is info@rennsport.gg. The Provider is neither willing nor obliged to participate in alternative dispute resolution before a consumer conflict tribunal.

Withdrawal policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contact.

To exercise your right of withdrawal, you must contact us, Competition Company Suisse AG Kappelplatz 1, CH 6004 Luzern (+49 (0) 89 997 40 98 0, info@rennsport.gg), by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to revoke this contract. You can use the attached sample withdrawal form for this purpose, which is, however, not mandatory. You can use the sample withdrawal form, or any other clear statement filed via our website and transmitted to us. If you make use of this option, we will send you a confirmation of your withdrawal (e.g. by email) without undue delay.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you requested that the performance of the services shall start during the cancellation term you have to pay an adequate amount, which is equal to the parts of the services rendered until you inform us about the withdrawal of the contract compared to the total services to be rendered under the contract.

Sample cancellation form

(If you want to revoke the contract, please fill out this form and send it back).

- To Competition Company Suisse AG Kappelplatz 1, CH 6004 Luzern, info@rennsport.gg:
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only in case of paper communication)
- Date(s)