

Terms and Conditions for the Online Platform „RG Player Zone“

1. Area of application of the terms of use

- (1) These terms of use apply to the online offer "RG Player Zone", which is available on the Internet at www.playerzone.roundnetgermany.de. This is a platform on which users can create profiles.
- (2) You can call up and print out the currently valid terms of use at www.playerzone.roundnetgermany.de.

2. Conclusion of contract and user account

- (1) By completing the online registration process and creating a profile, a usage contract is concluded with the operator. The object of the usage contract is the use of the profile. This is initially granted free of charge but can later be converted into a paid membership by the provider. In this case, users receive a corresponding notification and can have their profile deleted free of charge if the costs incurred are rejected.
- (2) The creation of a profile requires the creation of a user account. This consists of a username and a password ("log-in data"). Further obligatory information is a valid e-mail address, the full name and the gender of the user.
- (3) The creation of a user account is only possible by providing a current e-mail address of the user. This e-mail address is also used for communication with the operator.
- (4) The User assures that the data used to create his profile ("Profile Data") is correct and complete. The use of pseudonyms is not permitted.
- (5) Contract language is English.
- (6) In any communication of the user with other users, any contractual relationships shall arise exclusively between the users involved. The operator is neither a representative nor do they themselves become a contractual partner.

3. Use of the profile

- (1) When using the profile, the user can take advantage of various services:
 - The user has the possibility to design his own profile with personal data (including age, gender, club/community membership, team names, personal photos, contact data, etc.).
 - The user has the possibility to publish requests and offers to find new team partners via a partner exchange.
 - The user has the possibility to access the current calendar of all upcoming and past tournaments that have been officially registered with Roundnet Germany.
 - The user has the possibility to view the current rankings and to appear in them with his own profile and to be linked.

- The user has the possibility to register for tournaments via the platform without obligation. Confirmation of a binding registration is made exclusively by the specified tournament organizer himself. The platform is merely a mediator and is not liable for the registration process.
 - The user has the possibility to reply to public requests of other users with a private message to this user.
- (2) The operator is entitled to block access to individual contents at any time, e.g. if there is a suspicion that they violate applicable law or the rights of third parties. The User has no claim to the maintenance of individual functionalities of the portal.
- (3) The Operator shall make every effort to ensure that the Portal operates without disruption. This is naturally limited to services on which the operator has an influence. The Operator is at liberty to restrict access to the portal due to maintenance work, capacity concerns and other events beyond his control, in whole or in part, temporarily or permanently.

4. Obligation of the user to cooperate: posting of content

- (1) The user is obliged to comply with applicable law (e.g. criminal, competition and youth protection laws) when creating and using his own content and not to infringe the rights of third parties (e.g. name, trademark, copyright and data protection laws).
- (2) The user commits himself towards the operator, that any content posted on the portal does not violate applicable law or morality, either through its content or its form. The same applies to the setting of external links. In particular, it is not permitted to disseminate content that involves:
- racism
 - glorification of violence and extremism of any kind
 - incitement and incitement to criminal offences and infringements of the law, threats to life, limb or property
 - smear campaign against people or companies
 - personality-injurious statements, defamation, libel and slander by users and third parties as well as violations of the law of fairness
 - copyright infringing content or other violations of intellectual property rights
 - sexual harassment of users and third parties
 - Pornography
 - offensive, sexist, obscene, vulgar, hateful or sickening materials and expressions represent, concern or contain.
- (3) Copyrighted content may only be included in articles with the consent of the respective copyright holder, within the scope of the applicable quotation law. Quotations are to be identified by reference to the source. Foreign-language quotations must additionally be translated into German to the extent that the content

is roughly visible. In particular, incorrectly quoted contributions can be removed or corrected by the moderators. The distribution and/or public reproduction of any content of the portal without the consent of the operator is prohibited.

5. Further obligations of the user to cooperate

- (1) The user may, without the express permission of the operator, use the portal for private purposes only and may not advertise for himself or third parties. This means in particular that the User may not use any message-advertising content without the consent of the Operator and the recipient (in particular: spam messages).
- (2) In the event that the User uses the opportunity to inform third parties of the existence of the portal via the recommendation function provided by the Operator, he/she must ensure that the third party agrees to the sending of the advertising recommendation e-mail.
- (3) In the event that the content contains hyperlinks to third party sites, the User warrants that he/she has the right to use the hyperlink and that the website to which the link refers ("Landingpage") is compatible with applicable law and the rights of third parties
- (4) The user is obliged to handle the log-in data with care. Without exception, the user is prohibited from disclosing the log-in data to third parties and/or allowing third parties to access the profile by circumventing the log-in data.
- (5) The user must refrain from any activity that could impair and/or excessively burden the operation of the portal or the technical infrastructure behind it. This includes in particular:
 - the use of software, scripts or databases in connection with the use of the portal;
 - the automatic reading, blocking, overwriting, modifying, copying of data and/or other contents, unless this is necessary for the proper use of the portal.
- (6) It is also an infringement of personality and therefore not permissible to remove the anonymity of other users or to disclose information from other users from private messages, e-mails or chats that are not intended for the public. Users may not include or otherwise make public any information in their contributions, which could reveal the identity of another user or which the user has received from other users exclusively in private messages, e-mails or chats.
- (7) Should there be any disruptions in the use of the portal or its functionalities, the User shall immediately inform the Operator of this disruption. The same applies if the User obtains information about content published by third parties that obviously violates applicable law or the rights of third parties.

6. Rights of use

- (1) The User grants the Operator a spatially and temporally unrestricted, irrevocable, non-exclusive, free right, transferable to third parties, to exploit the contents posted in the online offer. The operator is entitled to use, edit and exploit the content at any time. This includes in particular the right of reproduction, the right of distribution and the right of communication to the public, in particular the right to make the content publicly accessible. The user waives the right to be named as the author. This provision shall not affect the user's option to grant third parties rights to posted content in accordance with specific licensing models.
- (2) All rights to the contents of the portal are held by the operator. The User is prohibited from copying, distributing and/or publishing content that the Operator, other users or third parties have posted on the portal.

7. Liability

- (1) Unlimited liability: The operator is liable without limitation for intent and gross negligence and in accordance with the Product Liability Act. For slight negligence, the operator is liable for damages resulting from injury to life, body and health of persons.
- (2) In all other respects, the following limited liability applies: In the case of slight negligence, the Operator is only liable in the event of a breach of an essential contractual obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the User may regularly rely (cardinal obligation). Liability for slight negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability also applies in favour of the operator's vicarious agents.

8. Right to exemption

The User shall indemnify the Operator and its employees or agents against all claims of third parties arising from alleged or actual infringement of rights and/or violation of the rights of third parties by actions undertaken by the User in connection with the use of the portal. In addition, the user is obliged to reimburse all costs incurred by the operator as a result of claims by third parties. The reimbursable costs also include the costs of an appropriate legal defence.

9. Personal data

- (1) The user hereby consents to the storage of the personal data entered by him or her. This also applies to the storage of IP addresses which are transmitted each time the portal is used. In particular, the User also consents to the presentation of the personal data entered by him or her in his profile presentation within the portal for other users of the portal and third parties who are not users of the portal.

- (2) The User also consents to the use of his personal data for the personalization of advertisements placed in the portal (personal data will not be passed on to the advertisers). Furthermore, the user agrees that advertisements of third parties, regardless of their type, may be placed on his profile pages.
- (3) The use of the portal makes the collection, processing and use of personal data by the operator unavoidable. The operator assures that all stored data will be treated with care and processed exclusively within the scope of the user's consent under data protection law. Any use of personal data beyond this is only carried out by the operator if this is legally permissible or the user has given his prior consent.
- (4) The User further agrees that the Operator may use the User's personal data for direct marketing purposes. This includes addressing the User in advertising by e-mail and by post.

10. Contract duration/termination

- (1) The contract runs for an indefinite period of time and can be terminated by either party at any time without observing a period of notice and stating reasons.
- (2) In addition and beyond this, the right of the parties to terminate the contractual relationship by extraordinary termination for good cause remains unaffected.
- (3) For the Operator, an important reason for the termination of this contract exists if the Customer persistently violates his or her obligations according to section 4 or 5 of this contract.

11. Final clauses

- (1) Should the contract contain ineffective regulations, the effectiveness of the rest of the contract remains unaffected.
- (2) German law shall apply exclusively to the present contract.