

End User Licence Agreement

This contract is concluded with

Headup GmbH
Nordstr. 102
52353 Düren
Germany

- hereinafter referred to as Headup

This Agreement sets forth your rights to use the Headup Applications and all related software, as well as all related services, documentation, updates and upgrades, and software applications and technologies that Headup has added or replaced.

By accepting the Agreement by checking a box, you fully accept the terms of this Licence. Sections 1.c and 2 provide information about the data Headup may collect and use to provide services and support related to the Application. Section 3 provides information about privacy settings and how to protect your information in this Application. If you do not agree to all of the terms of this licence, do not install or use the application.

1. Licensing and terms of use.

a. Licence.¹

Headup grants you, upon acceptance of this Agreement, a personal, time-limited, non-exclusive licence for the term of this Agreement to install and use the Application for your personal, non-commercial benefit as set out in the terms of this Licence and the accompanying documentation. Your rights are subject to compliance with the terms of this Agreement. Any commercial use is prohibited. Sublicensing, lending and any other form of distribution of the Application or the right to use this Application are expressly prohibited. The terms of your Agreement will become effective on the date of acceptance of this Agreement and will remain in effect until you delete the Application (as described in f.) or Headup terminates this Agreement, whichever occurs first.

b. Copies

You may download this application from an authorised source². You may only be able to download a limited number of copies within consecutive days. You may not make a copy of this application available over a network through which it can be used by multiple users simultaneously. Furthermore, you may not make the application available over a network through which it can be downloaded by multiple users.³

c. Licence confirmation

The gaming platform operator's application (client)⁴ and an internet connection are required to check the licence of certain products distributed by Headup. You acknowledge and agree that the gaming platform operator may automatically check the licence rights for some or all Headup products without notifying you separately. This means that the Game Platform Operator's Application must remain installed on your computer in order for you to use the Application and certain Headup Products. The Application may check licence rights in this way for products that you have purchased digitally or for which a product code/serial code has been redeemed for digital ownership. The application does not check licensing rights for products that do not rely on the application as a content protection technology or do not appear in the users' games library. For the avoidance of doubt, this also means that the Application does not check licence rights for products purchased and/or installed on your computer prior to the first

installation of the Application. You acknowledge and agree that the Application may use information about your computer, hardware and operating system to create an anonymous device identification code for the purpose of checking your licence rights and updating the Application. The information stored for this purpose is not stored in readable form. No personal data is collected, used and/or processed for this purpose. In this respect, we refer to the privacy policy of the respective game operators.

d. Updates

You agree that the Game Platform Operator Application may automatically download and install updates, upgrades and enhancements that Headup deems useful, beneficial to you and/or necessary. You acknowledge and agree that any obligation of Headup to support the previous version(s) may be terminated upon the availability of an update, upgrade and/or implementation⁵ of additional features. This licence applies to any updates, upgrades and/or additional features that are not distributed under a separate licence or agreement.

e. Reservation of rights and restrictions

The Application is licensed, not sold, to you for use only in accordance with the terms of this Licence. Except as otherwise expressly provided in this Agreement, all right, title and interest in and to this Application and any software obtained through this Application (including, without limitation, all characters, storylines, images, photographs, animations, videos, music and text) and all related copyrights⁶, trademarks⁷ and other intellectual property rights⁸ shall remain with Headup. This licence is limited to the intellectual property rights in the Application held by Headup and its licensors and does not include any rights in any other patents or intellectual property. You may not decompile⁹, disassemble¹⁰ or reverse engineer the Application in any way, nor modify, enhance or create derivative works from the Application, except to the extent permitted by law. You may not remove, alter or obscure any product identification, copyright notices or other legal intellectual property notices in the Application or any software obtained through the Application.

f. Installation and uninstallation

Uninstalling the application is done by deleting the application via "Add/Remove Programs" in the Control Panel. Some empty cache folders, licence files and files with information about game versions may still be present on your computer after uninstalling the application files and can be deleted manually. Some game platform operators also offer the option of uninstalling the application directly via the game platform operator's client.

2. Automated data collection

In addition to the information described above in the consent form and information that you yourself provide directly to Headup, Headup collects non-personal information¹¹ such as application usage statistics (for example, whether and when there was an unsuccessful installation attempt), information about your browser, operating system (for example, service pack, drivers, and supporting DLLs such as the DirectX version), information about hardware types, and about the processor (CPU).

As described above, this information is needed to provide you with an excellent, leading service. The Application does not access or collect any data such as images, documents or other personal data unrelated to the performance of the Application on your system. The collection and use of this data by Headup helps to ensure that you can access your games with as few technical difficulties as possible and enjoy the best gaming experience Headup has to offer.

Below you will find the service providers, and their privacy policies, through which we collect this data:

- **Unity Analytics** - Unity Software Inc, 30 - 3RD STREET SAN FRANCISCO CA 94103 415-539-3162 USA
<https://unity.com/de>
 ⇒ <https://unity.com/legal/game-player-and-app-user-privacy-policy>
 ⇒ <https://docs.unity3d.com/Manual/UnityAnalyticsDataPrivacy.html>
- **Codecks.io** - Codecks.io c/o Saftladen, Singerstraße 109, 10179 Berlin, Germany
<https://www.codecks.io/>
 ⇒ <https://www.codecks.io/privacy/>
 ⇒ <https://www.codecks.io/tos/>
- **Microsoft Playfab Party** - Microsoft Corporation, One Microsoft Way Redmond, WA 98052-6399 USA
<https://learn.microsoft.com/de-de/gaming/playfab/features/multiplayer/networking/>
 ⇒ <https://playfab.com/privacy-terms/>
 ⇒ <https://playfab.com/terms/>

Under point 3 lit. b you will find information on how to deactivate the collection of data by previous service providers.

3. Application communication and behaviour/privacy settings

The Application may include social and other online features¹². Some of these features are only available to users who are of the minimum age as defined in the Headup Terms of Use available at <http://headupgames.com/nutzervereinbarung>. Your use of online features to the extent available through the Application is subject to Headup' Terms of Use available at <http://headupgames.com/nutzervereinbarung>.

You may personalise your Headup profile¹³ by selecting a profile picture and/or a first name and/or a last name or a pseudonym. If you voluntarily choose to provide Headup with this data, Headup will store this data on the servers of its service providers.

- **Unity Software Inc**, 30 - 3RD STREET SAN FRANCISCO CA 94103 415-539-3162 USA
<https://unity.com/de>
 ⇒ <https://unity.com/legal/game-player-and-app-user-privacy-policy>
 ⇒ <https://docs.unity3d.com/Manual/UnityAnalyticsDataPrivacy.html>
- **Microsoft Azure PlayFab** - Microsoft Corporation, One Microsoft Way Redmond, WA 98052-6399 USA
<https://azure.microsoft.com/de-de/products/playfab>
 ⇒ <https://privacy.microsoft.com/de-de/privacystatement>

a. Rules of conduct

When using the contents and services, you are obliged to observe the applicable laws as well as all rights of third parties. In particular, the user is prohibited from

- i. Creating a false identity for the purpose of misleading others

- ii. Defame, insult, harass, spam and/or otherwise interfere with others' use of the Application
- iii. Post, transmit or distribute inappropriate, offensive, obscene, obscene or unlawful content
- iv. Transmit or provide material that contains a virus, Trojan horse, worm, time bombs, cancelbots or corrupted files, or similar material that could damage another user's computer or other property.
- v. Use any part of the application to collect information about others, in particular email addresses.

b. Privacy settings

Our company philosophy includes the imperative of data minimisation, which is why we do not collect any data from our users that is not essential to function .

However, we use tracking tools in some of our applications to constantly optimise the gaming experience and the stability of the application (see 2.).

You can decide for yourself during the installation of the application whether you agree to the collection of data and want to contribute to the stability of the application. If you do not agree, you can refuse the data collection.

Furthermore, you can also deactivate the data collection subsequently within the application. In the main menu, you will find the option to deactivate data collection under the menu item: "Settings / Share user data".

You can usually make additional privacy settings at after creating your user profile with the gaming platform operator you use.

The options for the settings may differ within the various game platform operators.

In this respect, we refer to the privacy policy and privacy settings of the individual gaming platform operators. You can view the privacy policy (and privacy settings) at the following links:

- **Steam**
https://store.steampowered.com/privacy_agreement/german/
⇒ <https://help.steampowered.com/de/faqs/view/588C-C67D-0251-C276>
- **GOG**
<https://support.gog.com/hc/de/articles/212632109-Datenschutzrichtlinie?product=gog>
- **EPIC Games**
<https://www.epicgames.com/site/de/privacypolicy>
- **PlayStation Store**
<https://www.playstation.com/de-de/legal/privacy-policy/>

⇒ <https://www.playstation.com/de-de/support/account/privacy-settings-psn/>

- **Xbox Store**

<https://privacy.microsoft.com/de-de/privacystatement>

⇒ <https://support.xbox.com/de-DE/help/family-online-safety/online-safety/manage-online-safety-and-privacy-settings-xbox-one>

- **Nintendo Switch eShop**

<https://store.nintendo.de/de/privacy-and-cookies>

⇒ <https://www.nintendo.de/Support/Nintendo-Switch/Das-Anpassen-der-Nintendo-Account-Profileinstellungen-Land-Region-E-Ma--etc--1378979.html>

- **Apple App Store**

<https://www.apple.com/de/legal/privacy/>

⇒ <https://support.apple.com/de-de/guide/personal-safety/ips01931e2cc/web>

- **Google Play Store**

<https://policies.google.com/privacy>

⇒ <https://support.google.com/googleplay/answer/3129346?hl=de>

4. Interaction with third party websites and services

The Application may allow you to interact with third party websites, web browsers and online services ("Links"). The Links are not under the control of Headup and Headup is not responsible for any content on those Links. Headup provides Links for user convenience. The inclusion of any link does not imply endorsement by Headup of the link or any association with its operators, or any endorsement of the linked site content. When using links, please read the privacy statements and terms of use associated with those links. Headup cannot guarantee that your previous browser settings or parental controls will apply when accessing the links and online services contained in the Application.

5. Influencing the computer system

The following processes may be linked to the application:

- TinkertownServer.exe
- Tinkertown.exe
- UnityCrashHandler64.exe
- Steam.exe
- GOG Galaxy.exe
- EpicGamesLauncher.exe

The application requires system resources to run.

6. Auto-update function

The gaming platform operator service (client) may automatically download updates for the software that you install and/or launch through it. You may be able to deactivate this function in the client of the platform operator. In this respect, we refer you to the respective game platform operators. Please note that updates for the features, games and other software that you have installed or launched via the client of the gaming platform operator will no longer be downloaded after deactivation. Furthermore, disabling updates may cause errors when running the application.

7. Cancellation

This Agreement is valid until terminated. Immediately upon termination, you must cease all use of the Application and destroy all copies in your possession or control. Headup's other rights or remedies shall not be affected by any termination by Headup. Sections 2-9 of this Agreement shall survive termination or expiration of this Agreement for any reason.

8. Applicable law

- a. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the reference provisions of private international law.
- b. If the user, as a consumer, has his or her habitual place of residence in another country within the European Union at the time of the respective conclusion of the contract (registration or purchase of services subject to a charge), the application of those consumer protection laws of that country which may not be deviated from under the law of that country shall remain unaffected by the above choice of law agreement.
- c. The EU Commission provides a platform for online dispute resolution on the internet at the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer. Headup is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

9. Entirety of the agreement.

This Agreement constitutes the entire agreement between Headup and you relating to the Application. It supersedes all prior or contemporaneous agreements with respect to the subject matter hereof. Any amendments must be in text form. The failure or delay of any party to enforce any right or entitlement granted under this Licence shall not in any way constitute a waiver of such right or entitlement. Any single or partial enforcement of any right or entitlement under this Licence shall not preclude the continued enforcement of all rights granted under this Licence.

¹ A licence is the right to use a copyright-protected good, in this case software.

² As a rule, these are the game platform operators named in this agreement.

³ e.g. via a file sharing network such as BitTorrent

⁴ e.g. Steam, GOG GALAXY etc.

⁵ In software development, implementation refers to the conversion of a previously planned design into executable programme code. Generally speaking, the word means nothing other than implementation, execution or realisation.

⁶ Copyright is the right to dispose of one's own creative achievements, works of art or the like.

⁷ Trademark rights are intellectual property rights that give a person or company the exclusive right to use and protect a specific trademark. A trademark can be a name, logo, slogan, design or a combination of these elements.

⁸ This refers to all rights intended for the protection of intellectual property.

⁹ Decompile means to convert an executable programme from machine language back into readable source code.

¹⁰ A disassembler is a computer program that converts the binary-coded machine language of an executable program into a more human-readable assembly language.

¹¹ Non-personal data records refer to data that cannot be linked to an identified or identifiable person

¹² e.g. chat functions among users

¹³ Not available in all applications