



General terms and conditions

Section 1 Area of application, definitions

(1) Christian Pritschet e.K. [*registered trader*] (hereinafter referred to as *Webworks*) operates a website called "Webworks Germany" at the Internet address "www.ckras.com", which grants users access to server-based games; *Webworks* also provides users with IT-related services. The business relationships between *Webworks* and the user are governed solely by these general terms and conditions. *Webworks* does not agree to any terms and conditions which are contradictory, supplementary or deviate from these general terms and conditions and hereby expressly rejects them. Contradictory or supplementary terms and conditions of the users shall apply only if *Webworks* grants its express written consent.

(2) A user within the meaning of these general terms and conditions is a person who uses the websites of *Webworks* and/or the services of *Webworks*.

(3) A customer within the meaning of these general terms and conditions is any natural person under Section 13 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) who undertakes a legal transaction for a purpose that is not associated with his/her commercial or independent professional activity.

(4) *Webworks* reserves the right to alter these general terms and conditions at any time. The user must be informed immediately in writing or by e-mail of such changes. If the user fails to raise an objection within 2 weeks of written notification or delivery of the e-mail, the stated changes to the general terms and conditions shall be considered as accepted by the user in question. If the user raises objections, these general terms and conditions shall continue to apply and the user is entitled to extraordinarily terminate continuing obligations within two weeks of notification.

Section 2 User rights and obligations

(1) The user is entitled to use the server-based games available at the above *Webworks* internet address upon payment of the scheduled amount.

(2) *Webworks* shall give the user a password from a rented clan server to access these games; the user may not make this password accessible to the public. In the event of infringement, the user must pay *Webworks* the resulting damages. Passwords can be communicated solely by email, ICQ or chat to the users of a Clanwar. However, changes are only implemented in the following month. Users may not use their shell access on the game server to install and/or start programs (e.g. BOTs, BNCs, stat systems, HLTV servers, Teamspeak, etc.).

(3) The user is expressly forbidden from placing text and/or images or other content on the *Webworks* websites which violate existing laws and/or the principles of morality. This includes in particular comments and content which violate penal provisions or are otherwise insulting, threatening, incite crime, are hate-related, racist, obscene, pornographic or similar.

(4) The user is expressly forbidden from placing content on the *Webworks* websites which constitutes advertising for products or programs, or which violates copyrights, trademarks, competition laws or other third-party rights. In the event of an infringement, the user shall pay *Webworks* the resultant damages.

(5) If as the user violates these general terms and conditions, in particular the provisions set out in section 2, with the result that third parties assert claims against *Webworks* for omission, damages or similar, the user shall fully indemnify *Webworks* from all third-party claims on first request.

Section 3 Remuneration and processing of payment

(1) The user shall pay the agreed user fees using the agreed mode of payment (e.g. direct debit, bank transfer, PayPal, Paysafecard). The user must grant *Webworks* the approvals required for the successful completion of the respective mode of payment. For example, on agreeing to use direct debit the user must grant *Webworks* the required direct debit authorisation.

(2) The user fees must always be paid by the user at the earliest 24 months, although at the latest 1 month in advance. In certain cases, the due date and amount are determined according to the specific agreement reached.

(3) *Webworks* shall send the user an invoice via its web interface, which he/she can print for his/her own records.

(4) For any other services *Webworks* shall issue the user with an invoice which is due 14 days after the issue date.

(5) Transaction reverse charges and unauthorised inconsistencies in the direct debit authorisation shall be covered by a € 20.00 fee. If reminders are issued, a € 5.00 reminder fee shall be charged from the second reminder. In the event of late payment, *Webworks* is entitled to default interest amounting to 8% above the current base rate of interest from the amount due per year. If the user is a customer within the meaning of Section 1, paragraph (3) of these general terms and conditions, the default interest shall amount to just 5% above the current base rate of interest.

(6) Claims of *Webworks* may only be off-set if the counterclaim is uncontested or established in law.

Section 4 Term of contract, termination and blocking

(1) The term of contract for continuing obligations shall begin with the start of the service or registration of the requested domain and shall last for 4 to 24 months, depending on the type of service.

(2) The contract shall be repeatedly extended automatically by the duration of the contractual term, unless notice of termination is given no later than 2 weeks before the expiry of the contractual term. If the initial term of contract is 12 to 24 months, the contract shall be extended by a further 12 months. If the user has concluded a prepaid contract, the contract shall end at the agreed time if the user fails to take the opportunity to renew the contract in a timely and proper manner, as stipulated in the contract.

(3) Cancellations are only deemed to be valid if they are made in written form.

(4) The period of notice (at the latest 2 weeks before expiry of the contractual term) shall be deemed met if the notice is sent on time to *Webworks*. Prepaid contracts cannot be terminated ordinarily.

(5) The right to extraordinary termination for a justified cause is unaffected by this.

(6) An important reason for *Webworks* exists, in particular in accordance with Section 4, paragraph (5), if the user is in default of the payment of the agreed fee, amounting to at least two monthly base fees, or if the user delays payment by 20 calendar days or more on contracts with an indefinite term, or if the user otherwise violates its obligations specified in Section 2, paragraphs (2) to (4).

(7) *Webworks* is entitled to interrupt (block) the provision of services - in particular games - if there is sufficient reason for blocking. A reason of this kind exists in particular if the user delays paying the user fees by 7 days or more and has been informed in advance of the default and upcoming block. A reason of

this kind also exists if there is reasonable suspicion that the user has disseminated illegal content through the websites of *Webworks* or is making/has made it accessible to the public.

Section 5 Liability

(1) *Webworks* is only liable - regardless of the legal basis - in cases of intent or gross negligence. It shall only be held liable for simple and slight negligence in the event that guarantees have been issued, injury to life, body or health or there is a violation of a key contractual obligation. Major contractual obligations refer to basic obligations in the contract which must be met in order to ensure the proper performance of this contract; if violated they jeopardise the contractual purpose being achieved; the customer may regularly rely on them being fulfilled. *Webworks* is not liable for damage caused by interventions by third parties who are not vicarious agents of *Webworks*.

(2) Depending on the amount, liability as per Section (1) clause 2 is in any event limited to the damage which is typical for the contract and was foreseeable upon conclusion of the contract. Typical and foreseeable damage shall always be set at a flat rate according to the value of the goods or services ordered with *Webworks*; the user can claim greater damages insofar as he/she is able to prove that the higher amount of damage is typical for the contract and was foreseeable upon conclusion of the contract.

(3) Liability as per the product liability law is not affected by the above provisions of paragraphs (1) and (2).

Section 6 Warranty

(1) Insofar as the contract entered into is a purchase or service contract, the following shall apply:

a) If the object of the contract is defective and particularly unsuitable for the contractually agreed or standard use, *Webworks* is entitled to make amendments twice and – unless it incurs unreasonable expense – is also obliged to do so. If *Webworks* fails to remedy the defect within a reasonable period, the user is entitled to other statutory warranty claims.

b) All warranty claims shall become time-barred after one year, except in the event of intent of gross negligence.

c) Insofar as the user is a customer as per Section 1, paragraph (3) of these general terms and conditions, the above provisions of paragraph (1) a) and b) shall not apply; in this case the statutory provisions shall apply.

d) The warranty does not cover defects caused by the user, in particular user and operating errors or force majeure.

(2) No warranty claims exist for services.

(3) As the owner, *Webworks* cannot be held strictly liable for defects which exist upon conclusion of the contract.

Section 7 Customers' right of cancellation

Right of revocation

You have the right to withdraw from this contract within 14 days without the need to state a reason.

The revocation period is 14 days from the day this contract is concluded.

To exercise your right of revocation you must inform us about your decision to withdraw from this contract by means of a non-ambiguous statement:

Webworks Germany, Christian Pritschet e.K., Schachaer Straße 5, 93155 Hemau, support@ckras.com, FAX: +49 9491 953521,

(e. g. by means of a letter sent by post, by means of a fax or an e-mail).

In order to observe the revocation period, it is sufficient to send the correspondence stating your wish to exercise your right of revocation before the revocation period expires.

Consequences of the revocation

By withdrawing from this contract, we are obliged to repay you all payments made to us, inclusive of delivery costs (excluding additional costs that arise from using a method of delivery other than the cheapest standard delivery that we selected). This must be done without undue delay and, at the latest, within 14 days from when the correspondence regarding the revocation of this contract was received. Unless otherwise expressly agreed, we shall repay this sum using the same method of payment that was previously used in the original transaction. Under no circumstances will we charge a fee for this repayment. We are entitled to refuse repayment until the goods have been returned to us or until you are able to provide evidence that you have sent the goods back. The payment will be made depending on which of these situations occurs first.

You must return the goods without undue delay and within 14 days at the latest, starting from the day on which you inform us about your wish to withdraw from the contract. The goods should be sent or given back to:

Webworks Germany, Christian Pritschet e.K., Schachaer Straße 5, 93155 Hemau, support@ckras.com, FAX: +49 9491 953521.

The deadline has been adhered to if the goods are sent before the 14 day deadline expires. You shall bear the direct costs for returning the goods.

You shall only be liable for the cost of any loss in value of the goods if the diminished value of the goods is due to you handling them to an extent which is more than necessary to ascertain the quality, condition and functioning of the goods.

Section 8 Data protection

(1) In accordance with the German Data Protection Act (Bundesdatenschutzgesetz), *Webworks* hereby indicates that personal data is stored as part of the execution of the contract. The user hereby expressly consents to the electronic, automated processing by *Webworks* of data which it becomes aware of within the scope of the contractual relationship and is necessary for the processing of the order.

(2) Both parties are obliged to treat data about the other contract partner as confidential, provided that this data is not already public knowledge. Further information can be found on the *Webworks* website at the following address: <https://www.ckras.com/datenschutz.html>.

Section 9 Special provision for domains and web space

(1) When procuring internet domains *Webworks* shall simply operate as an agent in the relationship between the user and DENIC or another domain allocation organisation. This shall also apply to the provision of web space.

(2) There is a risk period of several hours, and even several days in rare cases, between applying for and registering a domain. *Webworks* assumes no application guarantee or guarantee for a successful registration, but undertakes to carry out each application within the standard time frame for business transactions.

(3) Since *Webworks* has no influence on the domain allocation, no guarantee can be assumed that the domain requested by the user can actually be allocated and/or the allocated domain is free from third-party rights or can continue to exist in the long term. The allocation guidelines of NEC and in particular of DENIC (can be viewed at www.denic.de) must be strictly complied with.

Section 10 Miscellaneous

(1) The establishment and processing of this contract is subject exclusively to German law, excluding private international law and the UN Convention on Contracts for the International Sale of Goods (CISG)

(2) If a provision of these general terms and conditions of business proves to be invalid, the remaining provisions shall remain unaffected. The parties shall agree to replace the invalid provision with a reasonable provision which comes close as possible to what the contracting parties intended, to the extent that is legally permissible. This also applies to loopholes in the contract.

(3) All amendments and supplements to this contract must be made in writing. This also applies to modifications or supplements to this clause.

(4) The exclusive place of jurisdiction for all legal disputes arising from this contract is Regensburg, insofar as the user is a registered trader, a corporate body under or a legal entity under public law, or provided as the user does not have a place of jurisdiction in the Federal Republic of Germany.

General terms and conditions of business as per: 13/06/2014

