

# ENGLISCHE ÜBERSETZUNG – English translation

**This is an automated translation, its purpose is merely informative. Only the documents in the official languages of the State are legal.**

## Introduction

Welcome to the wedge© – the game app! This app and all services related to the app are offered to you by wedge© group Sàrl, located at Rue du Vully 20, CH-2000 Neuchâtel, Switzerland, hereinafter referred to as the "Operator". We are pleased that you have become part of our community and would like to offer you an exciting and entertaining experience. Wedge© – the game is an innovative game that allows the simulation of bets on everyday events and situations. It is important to understand that this is a game and not real bets or a bet brokerage. The bets made in the app have no real monetary value and are for entertainment purposes only.

## 1. Preamble

Scope and meaning of the General Terms and Conditions Scope and contradiction to user conditions: The validity of any terms and conditions of the user is expressly contradicted. These General Terms and Conditions apply to all users of Wedge© – the game. Data protection provisions: In addition to these terms and conditions, our data protection provisions apply, which are listed separately and displayed both in the app and on all websites. Binding nature of the terms and conditions: By registering in the app and concluding the license agreement, the user accepts these terms and conditions as binding. They apply to any use of the app and all associated services.

Restrictions on use: The app and the portal are offered exclusively to consumers within the meaning of Section 13 of the German Civil Code (BGB). Use for commercial purposes or other commercial purposes is excluded. A minimum age of 18 is required to purchase premium options and use the app. Acceptance of the terms and conditions: If you do not accept these terms and conditions, the operator is not prepared to conclude a license agreement with you and you are not authorized to use the app. Scope of the terms and conditions: These terms and conditions apply in the Federal Republic of Germany. Use of the app in Switzerland is not permitted. Game character and betting simulation: The wedge© – the game app is used to simulate bets on everyday events. These are not real bets. The operator does not offer betting brokerage and the app is not designed as a platform for gambling or real bets. Definition of premium options: By premium options we mean all paid services and virtual items that the operator offers as part of the respective apps. This includes and is not limited to in-app purchases. The premium version refers to all types of paid services and virtual items, regardless of the payment provider or app store. Availability and precedence of the terms and conditions: These terms and conditions can be viewed at any time and are stored by the operator. They can be printed out as

far as technically possible. In the event of contradictions between these terms and conditions and other rules of conduct, these terms and conditions take precedence. Complete general terms and conditions

## 2. Conclusion of contract

### 1. Download and use:

- The app can only be downloaded from the official Play or Appstore. Installation as an .apk or by sideloading violates these terms and conditions.
- By downloading from the Play or Appstore, the user enters into a simple right of use with the operator for the downloaded app version.
- This right of use is subject to the terms of these terms and conditions and is limited to the use of the downloaded app version.
- Any use of the app that does not comply with the terms of these terms and conditions is considered inadmissible.

### 2. Registration and other conditions:

- When registering for a new account in the app, the user may be subject to additional conditions set out in these terms and conditions.
- Registering for an account is a prerequisite for full access to all functions of the app. The app cannot be used without full registration.
- The conditions for account registration include confirmation of the terms of use and the privacy policy.
- When registering, the user must provide correct and complete information and keep this information up to date in case of changes (e.g. moving house, new telephone number).

### 3. Registration rejection:

- The operator reserves the right to reject user registrations for understandable reasons.
- Reasons for rejection include doubts about the identity or age of the user.

- A rejection of registration serves to protect the community and to comply with legal regulations.
- Rejected users will be informed of the rejection and the reasons, insofar as this is permitted under data protection law.

#### **4. Single account policy:**

- Each natural person may only register one account.
- Registration of multiple accounts by one person is prohibited and can lead to the blocking of all affected accounts.
- The user is obliged to keep his access data secret and to protect it from third-party access.
- If there is any suspicion of misuse of the account, the operator must be informed immediately.

#### **5. Voluntary provision of personal data:**

- Personal data that is not absolutely necessary is collected on a voluntary basis.
- This data is stored and processed in accordance with the operator's privacy policy.
- The user has the right to revoke the provision of this data at any time.
- However, revocation can limit the functionality of the app or certain services.

#### **6. Legal capacity and minor age:**

- As a contractual partner of the operator, you confirm that you are legally competent in accordance with the laws of the Federal Republic of Germany.
- Use of the app requires that you are of legal age. Use of the app as a minor is not permitted. The operator is entitled to request appropriate evidence or to block or delete access if there is suspicion.
- The operator reserves the right to request proof of consent from the legal guardian.
- Use of the app by minors without appropriate consent is not permitted.

## **7. Paid additional services:**

- In addition to the option of free use, the operator offers paid additional services.
- The use of these additional options is voluntary and does not affect other use of the app.
- The obligation to pay costs will be indicated in each case.
- App Store or platform providers may have separate terms and conditions that must be agreed to separately.

## **8. Claims regarding premium services:**

- Claims regarding premium services must be made directly to the operator.
- This includes, in particular, claims for warranty or other service disruptions.
- Claims arising from copyright or claims for damages must also be directed against the operator.
- The app store or platform providers are not responsible for claims related to premium services.
- The purchase of tokens provides the operator's service, namely the opportunity to participate in bets. Tokens do not represent in-game currency that is first exchanged for virtual items, but are already the virtual item. In this respect, there can be no refund for purchased tokens, unless mandatory legal claims stipulate a claim to the contrary, as the operator's consideration has been provided.

### 3. Changes to the terms and conditions; transfer of rights and claims

#### **1. Right to change the terms and conditions:**

- The operator reserves the right to change or supplement these terms and conditions for good reasons, in particular if legal framework conditions or changes in the app require this.
- A change will not be made if this significantly disrupts the contractual balance between the operator and users.
- Users will be informed in an appropriate manner in the event of significant changes.
- When making changes, the operator always takes the interests of users into account in accordance with applicable laws and regulations.

#### **2. Acceptance of the changed terms and conditions:**

- Changed terms and conditions must be accepted when restarting the app or purchasing premium products.
- Users will be informed of changes to the terms and conditions when starting the app or as part of the purchase process.
- For premium options and in-app purchases, additional conditions from the respective app stores or third-party providers may apply.
- The operator ensures that users are fully informed of all relevant changes and their effects.

#### **3. Objection and termination in the event of changes:**

- Users have the right to object to the amended terms and conditions.
- In the event of an objection, the operator can terminate the license agreement and delete the user data.
- In the notification of changes to the terms and conditions, the operator will point out the right of objection, the deadline and the consequences of an objection.
- Replacement for premium transactions in the event of termination due to an objection is excluded, unless the conditions of the respective Play and Appstore providers provide otherwise.

#### **4. Transfer of rights and agreements:**

- The operator may transfer license and contractual agreements to another party, provided that legal provisions do not conflict with this.
- The transfer takes place in compliance with applicable data protection law and is announced to users at least two months in advance.
- Users have the right to object to such a transfer. The objection must be made in writing or in text form.
- If a user objects, the operator can terminate the contractual relationship at the time of the transfer and delete user data, insofar as this is technically and legally permissible.

## 4. Services

### 1. Basic use of the app:

- The basic version of the app is free for all users and offers various standard functions and content that enable an entertaining and interactive experience.
- This free use includes access to a number of basic functions that allow the user to fully experience the app without entering into any financial obligations.

### 2. Receiving tokens through advertising:

- As an incentive and reward for watching advertising content in the app, users can receive **tokens** that can be used for further activities within the app.
- Before starting each advertising video, the operator clearly informs users about the number of **tokens** to be earned so that users can make an informed decision about watching the advertising.
- The operator reserves the right to adjust the awarding of **tokens** through advertising at any time in order to improve the user experience and maintain the value of the **tokens** in the context of the app.

### 3. Additional services and premium services:

- The operator can offer additional services beyond the basic functions that offer special advantages or extensions compared to the standard version of the app.
- These premium services are described transparently and in detail so that users understand exactly what they are getting and how these services can enrich their app experience.
- When using such premium services, the contract is concluded with the inclusion of the current terms and conditions provided by the operator and the app store providers.
- Whenever premium products are purchased, the currently applicable terms and conditions are clearly indicated and users must give their consent before the transaction is completed.

#### **4. Information obligation and refund rules:**

- Users are responsible for thoroughly informing themselves about the content, functionality and costs of premium services before purchasing them.
- The operator ensures that all relevant information about the premium services is easily accessible and understandable.
- Refunds for premium services will only be made within the framework of statutory consumer rights or the right of withdrawal, in compliance with the specific conditions and exclusions.
- The exact conditions and costs of the premium services at the time of conclusion of the contract, as detailed in the order confirmation, are decisive for possible refunds.

#### **5. Pricing for premium services:**

- The prices for premium services are displayed transparently and clearly in the app and on the platform of the respective stores before purchase.
- These prices may vary depending on the currency and country, which takes into account the different market conditions and currency fluctuations.
- The order confirmation for each order shows the exact prices and conditions of the selected premium service.

#### **6. Treatment of simulated currencies:**

- Simulated currencies used in the app, such as coins or tokens, do not represent real monetary values, but merely serve as a virtual means of participating in various activities within the app.
- Conversion of these simulated currencies into real money is generally not intended, except in the rare case of the entire game operation being discontinued.
- In such a scenario, the fee paid for unused premium services or **tokens** will be refunded, provided this is technically, legally and organizationally reasonable and feasible.

#### **7. Changes and adjustments to premium services:**

- The operator reserves the right to implement new premium services, modify or discontinue existing services in order to continuously improve the gaming experience and respond to user feedback.



- In the event of such changes, users who have already invested in premium services will be given a reasonable transition period to continue using these services, or a refund of the costs will be offered.
- The operator undertakes to inform users about such changes in a timely and detailed manner and to offer fair solutions for existing premium service holders.

#### **8. Purchase of tokens as a premium feature:**

- In addition to receiving **tokens** through advertising or as a gift from the operator, the app offers users the opportunity to purchase additional **tokens** through direct purchase.
- This purchase is a voluntary premium feature that offers users additional flexibility and expanded options within the app.
- The conditions, prices and process for purchasing **tokens** are communicated clearly, understandably and transparently to ensure informed decision-making.

#### **9. Voluntary and regular allocation of tokens:**

- The operator may give away **tokens** to users temporarily or on special occasions to encourage participation and engagement within the app.
- This allocation of **tokens** is at the operator's discretion and serves to enrich the gaming experience and strengthen user loyalty.
- Such promotions are announced in advance and communicated transparently to give users the opportunity to benefit from these offers.

## 5. Termination rights

### 1. Termination by the user:

- Users have the right to terminate their user account at any time and without observing a notice period.
- Termination can be made directly via the app or alternatively in text or written form. When terminating outside of the app, the user must be able to fully and securely identify themselves.
- The user should provide all relevant information such as user name or email address when terminating to facilitate the process.
- The operator will process the termination immediately and inform the user that the termination has been successfully completed.

### 2. Consequences of termination:

- After termination takes effect, the user loses access to all functions of the app, both paid and free offers.
- Personal data of the user for which there are no legal retention obligations will be irretrievably deleted after a period of 2 weeks, unless there are mandatory archiving obligations.
- The user should be aware that when the account is deleted, all associated data and content will be irretrievably lost.
- The operator undertakes to protect the data protection and privacy of the user even in the event of termination.

All tokens won so far will be lost. There are no refunds. If permitted, tokens purchased for a fee will also expire if they were not used at the time of the permissible termination of the contract, but could reasonably have been used before the contract was terminated. Please also note regulation 2 no. 8.

### 3. Access until termination:

- The user retains full access to the app and its functions until the termination takes effect.
- If the user wishes to have access blocked immediately and all data deleted immediately, he can expressly request this.

- The operator will comply with the user's wishes regarding immediate blocking or deletion and inform the user of the status.
- The user has the right to block his own access permanently or temporarily at any time without this constituting a termination. Such a block can only be lifted by the operator after the user has expressly requested it, before the block expires.

#### **4. Operator's right of termination:**

- The operator has the right to terminate the user account at any time within the scope of free use.
- In the case of paid subscriptions or additional options, the operator has the right to terminate after the subscription or additional option has expired.
- The operator will endeavor to inform users in advance of impending terminations within the scope of paid services.

#### **5. Operator's special right of termination:**

- In the event of violations of the provisions of these terms and conditions, the operator has a special right of termination even when using premium options.
- In the event of an extraordinary termination, the operator will reimburse the user for fees already paid for virtual items on a pro rata basis if this is mandatory under civil law and if the retention of credit represents an unfair disadvantage. There is no entitlement to reimbursement of fees for purchased and used virtual items and advantages, such as tokens. The user is not entitled to an unlimited use of tokens.
- The operator will inform the user of the reasons for an extraordinary termination and give him the opportunity to comment before the termination takes effect.
- This regulation serves to protect the integrity of the app and the security of all users.

## 6. Rules of conduct

### **1. Compliance with netiquette and prohibition of harassment:**

- Users agree to comply with a netiquette/in-game set of rules provided by the operator in the app to promote a positive and respectful environment for all users.
- Any form of harassment, threats or disruption of other users is strictly prohibited. This includes verbal, written or physical harassment.
- In the event of violations of this rule, the operator reserves the right to restrict or block the communication options of the user in question in order to ensure the safety and well-being of all users.
- In certain cases, the operator can also enforce communication restrictions on specific user groups, regions or age groups in order to guarantee a safe and pleasant experience for everyone.

### **2. Use of a pseudonym:**

- Users are given the opportunity to use a pseudonym to use the app in order to protect their identity and maintain their privacy.
- However, the pseudonym may not be used to mislead other users or to conceal unauthorized activities.

### **3. Legal use of the app:**

- Users undertake to comply with all applicable laws and regulations when using the app.
- This includes in particular the prohibition of distributing illegal, offensive or harmful content and compliance with copyright and data protection regulations.

### **4. Prohibited actions when using the app:**

- Users may not distribute content that is promotional, religious or political and could thus disturb the neutral environment of the app if the nature of the bet and the importance of the app could lead to a risk of falsifying political decisions or if this could violate the rights or feelings of third parties.
- Spying on, passing on or distributing personal or confidential information of other users as well as any disregard for the privacy of other users is strictly prohibited.

- The use of automation software, exploiting programming errors in the app or asking other users to disclose personal data such as user names or passwords is prohibited.
- Users may not take any action that leads to an excessive load on the servers or impairs the use of the app for other users.

#### **5. Permitted use of the app and prohibition of additional programs:**

- The app may be used on commercially available mobile phones or copyright-permitted emulators.
- The use of additional programs, scripts or other tools that are not exclusively used to emulate mobile operating systems is expressly prohibited.

#### **6. Handling app content and prohibition of trading:**

- Content or access to the app may not be exchanged, bought or sold for goods, money or other services.
- This prohibition serves to protect the integrity of the app and is intended to prevent users from gaining an unlawful advantage by trading app content.

#### **7. Consequences of violations of the rules:**

- If the above rules of conduct are disregarded, the operator reserves the right to terminate the user agreement without notice or to restrict the use of the app.
- In serious cases, the operator can impose temporary or permanent bans and completely or partially prevent access to the app.

#### **8. Special rules for placing bets:**

- When placing bets, all legal provisions must be observed. In particular, bets that could induce third parties to commit illegal or dangerous acts are not permitted.
- Bets that involve real money or values in any form or that cross the line to "real" bets are strictly prohibited.

- Bets that promise additional conditions or rewards outside of the app are not permitted and violate the principles of the app.

#### **9. Blocking and deletion in the event of serious violations:**

- In the event of serious or repeated violations of the T&Cs, the operator can permanently block the user or delete the user account.
- In such cases, the operator reserves the right to prohibit the user in question from registering again to use the app and to take technical measures to enforce this block. In case of criminal acts, the operator reserves the right to file a criminal complaint with the relevant police authority.

## 7. Liability and defects

### **1. Limitation of liability for contractual use:**

- The operator is only liable for damages that arise in the context of contractual use of the app and only in the case of intent or gross negligence.
- In the case of legal defects, liability only applies if defects were fraudulently concealed.

### **2. Scope of liability:**

- In the case of intent and gross negligence, the operator is liable without limitation.
- Liability also exists in the case of negligent breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the user can rely.

### **3. Exceptions to liability limitations:**

- The aforementioned liability limitations do not apply in the case of fraudulent concealment of a defect or in the case of damages affecting life, body or health.
- Liability under the Product Liability Act and in accordance with Section 44a of the Telecommunications Act remains unaffected by these terms and conditions.

### **4. Liability for data loss:**

- Liability for the restoration of user data is limited to the costs that would have been incurred with regular and appropriate data backup measures.
- In the absence of backup measures, liability is limited to the costs that are necessary for the reconstruction of the data from machine-readable material with reasonable effort.

## **5. Damages in the event of a breach of contract:**

- Claims for damages for the breach of essential contractual obligations are limited to the foreseeable damage typical of the contract, unless there is intent or gross negligence, or damage to life, body or health is affected.

## **6. Provision of the app:**

- The operator makes the app available to the user in the latest version.
- The user has no right to maintain a certain state or range of functions of the app, unless specific claims for defects are affected.

## **7. Guarantees:**

- The operator only provides guarantees in the legal sense if these have been expressly agreed in writing.



## 8. Cancellation policy

### **Right of cancellation**

You have the right to cancel the license agreement for the use of the app and/or a contract for the use of a premium option within fourteen days without giving any reason.

The cancellation period begins fourteen days from the day the contract is concluded.

To exercise your right of cancellation, email: [support@wedge.vip](mailto:support@wedge.vip) by means of a clear declaration (e.g. a letter sent by post or email) of your decision to cancel this contract. You can use the attached sample cancellation form for this purpose, but this is not mandatory.

To meet the cancellation deadline, it is sufficient that you send the notification of the exercise of the right of cancellation before the cancellation period has expired.

### **Consequences of cancellation**

If you cancel this contract, wedge group Sàrl will refund all payments received from you, including delivery costs (with the exception of additional costs resulting from your choice of a different type of delivery than the cheapest standard delivery offered by wedge group Sàrl), promptly and at the latest within fourteen days from the day on which wedge group Sàrl received notification of your cancellation of this contract. For this refund, wedge group Sàrl will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; under no circumstances will wedge group Sàrl charge you any fees for this refund. wedge group Sàrl may refuse to refund until the virtual items have been refunded by the user or until the user has provided proof that a refund has taken place, whichever is earlier.

### **End of the cancellation policy**

## Sample cancellation form

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

wedge group Sàrl, Rue du Vully 20. CH-2000 Neuchâtel (Switzerland). Email: support@wedge.vip

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)  
/ the provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if notification is made on paper)

Date

Delete as appropriate.

Special notes:

The right of withdrawal expires prematurely for contracts for the delivery of digital content not stored on a physical data carrier if wedge group Sàrl has begun to execute the contract after the user has expressly agreed that wedge group Sàrl can begin to execute the contract before the expiry of the withdrawal period and has confirmed his knowledge that by giving his consent he will lose his right of withdrawal when the contract begins to be executed.

## 9. Data protection

### **1. Confidentiality and data protection:**

- The operator undertakes to treat all personal data that the user transmits in the course of the business relationship as strictly confidential and in compliance with the applicable data protection regulations.
- This obligation includes protecting the data from unauthorized access, misuse or disclosure.

### **2. Necessity of data storage:**

- For technical and operational reasons, participation in and use of the app and the associated services is not possible without storing and processing the user data.
- By registering in the app or using the services, the user agrees to the electronic storage and processing of his data.
- This consent is a prerequisite for using the app and the associated services.

### **3. Data deletion and account termination:**

- If a user wishes to have their data completely deleted, this will automatically lead to the deletion of their account and the termination of the license agreement.
- In this case, there is no entitlement to a refund for premium content already used.

### **4. Validity of the data protection declaration:**

- In addition to these terms and conditions, the operator's data protection declaration applies, which is accessible in the app or on the operator's websites.
- The data protection declaration provides detailed information on the manner in which data is collected, processed and used.

#### **5. Irrevocable data protection rights:**

The user's legally guaranteed data protection rights remain unaffected and are not restricted by these terms and conditions or by the separate data protection declaration.

#### **6. Limited guarantee of data protection:**

- The operator guarantees the protection of confidential, personal data within the framework of the basic legal obligations.
- The operator assumes no liability for the misuse of data that goes beyond the legal requirements, unless there is intent or gross negligence.

#### **7. Data storage on own servers:**

- The administration and storage of user data takes place on the operator's own servers and not in the app store operator's user system.
- This enables the operator to better control and secure the data in accordance with data protection guidelines and technical requirements.

## 10. Rights

### **1. Granting of usage rights:**

- The operator grants the user a simple right to use the app and all associated services and functions for private use.
- Any reproduction, public accessibility or storage of the app or its parts outside of regular use via official and supported app stores is prohibited.
- Commercial use, exploitation, editing, decompilation, disassembly and reverse engineering of the app are prohibited unless expressly permitted by law.
- Inciting third parties or assisting in such actions is also not permitted.

### **2. Rights to user content:**

- For all content provided by users in the app, the user grants the operator the free, spatially unlimited right to reproduce and make publicly available in the context of the app.
- Users guarantee that they have the necessary rights to all posted content to enable its worldwide use by the operator.
- This includes, in particular, but not exclusively, profile photos and other images.

### **3. Transfer of rights for self-created content:**

- For content created by users in the app, the user transfers to the operator the free, spatially unlimited right to reproduce and make publicly available when sending it.
- The user waives moral rights to the extent that it is not possible or reasonable for the operator to protect them.
- A transfer of rights only takes place if the content created is protected by copyright and the necessary level of creativity has been achieved.
- The user also transfers to the operator the necessary rights to distribute the content free of charge or for a fee via app stores.

#### **4. Indemnification in the event of legal violations:**

- Users indemnify the operator against all claims that arise due to legal violations caused by the content posted by the user or their behaviour.
- This includes the obligation to reimburse the costs incurred by legal defence, including reasonable attorney and court costs.
- The operator's further rights and claims for damages remain unaffected.

#### **5. Exclusion of unauthorized bets:**

- The user undertakes not to place bets that encourage illegal or dangerous actions, involve real money or cross the line to real bets.
- Bets that offer additional conditions or rewards outside of the app are strictly prohibited.
- The operator reserves the right to remove unauthorized bets and, if necessary, to take legal action.

## 11. Applicable law, place of jurisdiction and other

These terms and conditions and all contracts concluded on the basis of these terms and conditions are subject to the law of the Federal Republic of Germany, provided that the user is based in the Federal Republic of Germany. In all other cases, the place of jurisdiction and applicable law is the company's registered office, provided that this is permissible and does not violate mandatory consumer protection rights.