

**Terms and Conditions (T&Cs)
for the "Huusify." app and web application**

Official Note: This translation of the General Terms and Conditions is for comprehension purposes only and has no legal effect. In order to participate in the app or web version of 'Huusify.', users must confirm and accept the General Terms and Conditions written in German.

§ 1 Scope

- (1) These General Terms and Conditions (GTC) apply to the use of the app and web application "Huusify." (hereinafter referred to as "app") between the company portable24 UG (haftungsbeschränkt), Pestalozzistraße 25, 22305 Hamburg, represented by Marco Gilberg, email: support@portable24.eu, (hereinafter referred to as the "Provider") and the customer (hereinafter referred to as the "Customer" or "User").
- (2) Users of the app can be both consumers in accordance with Section 13 of the German Civil Code (BGB) and entrepreneurs in accordance with Section 14 of the German Civil Code (BGB).
- (3) By downloading and installing the app or using the web application, the user accepts these GTC.
- (4) Any deviating, conflicting or supplementary terms and conditions of the user shall not become part of the contract unless their validity is expressly agreed.

§ 2 Description of services

- (1) The app is a virtual environment in which users can enter different virtual areas (Huusify.Flur, iNT´Gaming, Gallery). In the "iNT´Gaming" area, users initially have access to a mobile game called "QUIZ DUO". In the Gallery area, various companies present themselves and their products, services and projects to users.
- (2) The app can be used on mobile devices as well as a web application at www.huusify.app. Unless otherwise specified in these Terms and Conditions, the term "app" refers to both the mobile app and the web application.
- (3) The use of the basic functions of the app is generally free of charge. Users have the option of purchasing additional content and functions within the app through so-called in-app purchases. These in-app purchases may include virtual currencies, additional game content, extensions or other digital goods.
- (4) The web application offers essentially the same functions and content as the mobile app. Here, too, the basic functions are free of charge and various in-app purchases can be made to unlock additional content and functions.
- (5) The user has the option of using services from the provider's contractual partners within the app. In this case, a separate contract is concluded between the user

and the respective contractual partner (third-party provider). The user will be informed of this separately before concluding the contract.

- (6) The provider reserves the right to change, expand or restrict the content and functions of the app at any time. This includes, in particular, the introduction of new games, the removal of existing games or changes to the terms and conditions for in-app purchases.
- (7) Use of the app requires a compatible device and an active internet connection. The user is responsible for ensuring that their devices are compatible with the technical requirements.
- (8) The provider endeavours to ensure the availability and functionality of the app, but does not guarantee uninterrupted availability. In particular, maintenance work, updates or technical malfunctions may lead to temporary impairments.
- (9) The user has no claim to the permanent availability of certain games or content. The provider is entitled to change or remove games or content at its own discretion. In such cases, the user has no claim to a refund for in-app purchases already made, unless there is a legal claim.
- (10) In addition to these GTC, the rules of the game applicable to the app apply, if available. In the event of contradictions, the provisions of these GTC shall take precedence.

§ 3 Conclusion of contract

- (1) The contract for the use of the app is concluded when the user downloads and installs the app from the Apple App Store or Google Play Store or uses the web application.
- (2) The conclusion of a subscription contract is also required for the use of paid premium versions.
- (3) Before installing the app, the user must agree to these Terms and Conditions and, where applicable, the Terms and Conditions of the app stores. By agreeing, the user declares their acceptance of the provisions of the Terms and Conditions.

§ 4 Registration and user account

- (1) To use the app, users must register with an email address, a user name and a password of their choice. Users are obliged to provide truthful and complete information when registering. As part of the registration process, each user must choose a player name (pseudonym). There is no entitlement to receive a specific player name or to be able to keep it permanently. The chosen name must not infringe the rights of third parties, in particular copyrights, and must comply with applicable laws and morality, i.e. it must not contain any racist, discriminatory or offensive content. Furthermore, it is prohibited to use an email or internet address as a player name.

- (2) The user is obliged to keep the access data for their user account secret and to protect it from access by third parties. The provider is not liable for damages resulting from the misuse of access data, unless they are responsible for this.
- (3) The provider must be notified of any changes to the data provided during registration.
- (4) Registration can also be carried out via third-party providers such as social networks or app stores. In this case, the data required for registration is automatically transferred from the respective user account with the third-party provider.
- (5) Registration may only be carried out personally by the respective user. Registration by other persons or by commercial registration services is not permitted.
- (6) Upon successful registration, the user creates their own account, which they can manage themselves. This account may not be transferred or passed on to other persons without the prior written consent of the provider.
- (7) There is no entitlement to registration and activation of an account. The provider reserves the right to reject registration applications without giving reasons or to block or delete accounts that have already been activated, in particular in the event of violations of these terms of use or applicable law.

§ 5 Use of the app

- (1) Use of the app is restricted to persons aged 16 and over.
- (2) The app is intended for private use only. Commercial use is only permitted with the express written consent of the provider. The provider reserves the right to prohibit commercial use or to impose additional conditions and fees for commercial use.
- (3) The user acquires a licence to use the app, but does not become the owner of the account, characters or digital items. These remain the property of the provider. All rights to the virtual items in the games are exclusively held by the provider or a contractual partner authorised by the provider. The user only receives a non-exclusive, time-limited right of use during the term of the contract, but no ownership of the items.
- (4) The user is obliged to use the app only in accordance with the statutory provisions and these GTC. This includes, in particular, compliance with copyrights, personal rights, data protection regulations and other relevant legal provisions. Actions that endanger or impair the security and integrity of the app are prohibited.
- (5) The user may not distribute any content via the app that violates applicable law or morality. This includes, in particular, the distribution of illegal, offensive, discriminatory, youth-endangering, violence-glorifying, pornographic or other inappropriate content. The provider reserves the right to delete such content and to block the user in the event of repeated or serious violations.
- (6) The provider may provide the user with a communication option in the app in the form of a chat platform. The user may use this option within the scope of its actual

availability. The provider merely provides the technical platform for the exchange of information. However, there is no entitlement to the provision of this communication option.

- (7) The user is solely responsible for the content they contribute to the chat. They undertake to indemnify the provider against any justified claims by third parties arising from a culpable breach of duty on the part of the user. The provider accepts no responsibility for content posted by users.
- (8) The user is prohibited from publishing or distributing content that:
 - a. violates applicable law, morality, these Terms and Conditions or the rules of the app;
 - b. infringe the rights of third parties;
 - c. is obscene, racist, glorifies violence, is pornographic, harmful to minors or otherwise harmful to children and young people;
 - d. is offensive, harassing or defamatory;
 - e. contains chain letters or pyramid schemes;
 - f. falsely give the impression of being provided or supported by the provider;
 - g. contain personal data of third parties without their express consent;
 - h. are commercial or promotional in nature.
- (9) The mention of websites, companies or product names is only permitted if this is not primarily for advertising purposes.
- (10) All users must use appropriate and respectful language. Insults or derogatory attacks on individuals are prohibited.
- (11) The provider provides a reporting system through which users can report inappropriate content. In addition, randomised, automated filters are used. The provider reserves the right to report criminal content to the relevant law enforcement authorities.
- (12) Irrespective of other rights, the provider may delete content or contributions that violate these rules in whole or in part. Users who violate these rules may be temporarily or permanently excluded from the communication options, or the contract may be terminated extraordinarily in accordance with § 6 (3).
- (13) In the event of reports from users or other forms of disclosure of suspected criminal content in the communication options provided by the provider, the provider undertakes to forward the available information to the relevant law enforcement authorities in compliance with data protection regulations.
- (14) The deliberate acquisition of game advantages (e.g. rank increases, in-game currency, rare items) by third parties or in cooperation with other players is prohibited. All in-game values (e.g. ranks, items, currency) acquired through prohibited activities may be forfeited in the event of violations.
- (15) Manipulative interference with the online game or mobile game is prohibited. The user may not use any measures, mechanisms or software that disrupt the game or place an excessive load on the technical capacities. It is not permitted to block, overwrite, modify or otherwise interfere with content generated by the provider .
- (16) Users are prohibited from:

- a. using cheats, mods, hacks or other third-party software that alters the gaming experience;
 - b. Use software that enables data mining or intercepts or collects game-specific information;
 - c. using virtual items outside the app, buying, selling or exchanging them for real money;
 - d. Selling, buying or exchanging user accounts.
 - e. Using an AI programme or manual internet research to answer questions asked in QUIZ DUO at the same time / researching the answers yourself.
- (17) The user may only access the web application via an internet browser or the provided client. The use of bots, other programmes, scripts or automated tools that give an advantage over other players is prohibited. This also includes auto-refresh functions or automated browser mechanisms.
- (18) The automated opening of a user account is not permitted.
- (19) The user may only participate in each round of an online game or mobile game with a single account, unless the game rules expressly allow exceptions. Violations may result in the provider deleting or blocking the relevant accounts in accordance with § 6.
- (20) Passing on access data to third parties to enable them to use your own account is prohibited. Selling, renting or transferring accounts is also prohibited.
- (21) The user is responsible for backing up their own data. The provider accepts no liability for the loss of data unless the loss is due to an intentional or grossly negligent breach of duty on the part of the provider. The user should regularly make backup copies of their data and take appropriate measures to prevent the loss of data. The provider may provide data backup functions, but does not guarantee that these will function completely and without error.
- (22) The provider is not liable for damages resulting from breaches of duty by the user.
- (23) Irrespective of further rights, the provider may take measures at its own discretion if a user culpably violates legal regulations, the rights of third parties, these GTC or supplementary conditions and rules of the game. These include in particular:
- a. The deletion of content;
 - b. Issuing a warning to the user;
 - c. Temporarily or permanently blocking the user from individual or all services;
 - d. Exclusion of the user, including from certain game functions such as chat;
 - e. As well as temporary or permanent bans on use.
- (24) If a user has been blocked or excluded, they may not re-register for any of the services provided by the provider without the provider's prior consent.

§ 6 Term and termination

- (1) The free basic version of the app can be used for an unlimited period of time as long as the provider makes the app available. Termination is possible at any time.
- (2) The paid monthly subscription contracts within the app are automatically renewed for a further month unless cancelled by the user. Cancellation can be made at any time within the app or via the respective app store where the subscription was taken out.
- (3) The right to extraordinary termination for good cause remains unaffected. Good cause for extraordinary termination by the provider shall be deemed to exist in particular if
 - a. the user violates essential contractual obligations or legal provisions;
 - b. the user's behaviour significantly impairs the gaming experience of others;
 - c. cheats, mods, software, tools or scripts are used that alter the game or the game mechanism;
 - d. third parties play on the user's account without authorisation;
 - e. the user plays on a third party's account without authorisation or uses multiple accounts for an online game;
 - f. Virtual items are bought, sold or exchanged for real money outside of the games;
 - g. a user account is sold, purchased or exchanged without the provider's consent;
 - h. the user culpably violates legal regulations concerning the protection of the personal rights of other users or the provider;
 - i. the user intentionally violates these Terms and Conditions or the game rules of the app.
- (4) In the event of termination by the user or the provider, all data and content stored by the user will be deleted within a reasonable period of time after the termination takes effect, provided that there are no legal retention obligations to the contrary.
- (5) The provider reserves the right to discontinue or change the provision of the app as a whole or individual functions at any time. In this case, the user will be informed in good time. Fees already paid for premium functions will be refunded on a pro rata basis, provided that the discontinuation is not due to a violation by the user.
- (6) Termination ends the user's right to use the app and the premium functions. The user is obliged to delete the app from their devices and to cease using it.

§ 7 In-app purchases, subscriptions and payment terms

- (1) Use of the basic version of the app is free of charge.
- (2) In the virtual environment of the app, it is possible to purchase various paid extensions and subscriptions. These can be purchased through in-app purchases.

- (3) The following enhancements can be unlocked with one-time payments. Unlock chat function: One-time payment of 1,49 €
- (4) The app offers an in-game currency called iNT'Coin, which can be purchased in various packages:
 - a. Pocket money - XS: 0,99 € = 200 iNT'Coin
 - b. Pocket money - M: 2,39 € = 500 iNT'Coin
 - c. Pocket money - L: 3,49 € = 750 iNT'Coin
 - d. Pocket money - XL: 4,49 € = 1,000 iNT'Coin
- (5) The following virtual enhancements can be unlocked within the app with the purchased iNT'Coins:
 - a. Avatar image: 120 iNT'Coin
 - b. Screen (picture frame): 290 iNT'Coin
 - c. Screen (smart TV): 390 iNT'Coin
 - d. Screen (hologram): 490 iNT'Coin
 - e. LED time display: 80 iNT'Coins
 - f. Game slots from 6 to 12 slots: 60 iNT'Coin
 - g. Game slots from 6 to 18 slots: 120 iNT'Coin (Note: When expanding from 12 to 18 slots, 120 iNT'Coin are due.)
 - h. Change quiz category before game round: 10 iNT'Coin
 - i. Single joker per round (solo card): 12 iNT'Coin
 - j. Single joker per round (Friends Card): 12 iNT'Coin
 - k. Single joker per round (Duo Card): 20 iNT'Coin
- (6) In addition to one-time purchases, the app also offers the following monthly subscriptions:
 - a. SOLO CARD (QUIZ DUO): 2,49 € per month
 - b. FRIENDS CARD (QUIZ DUO): 2,49 € per month
 - c. DUO CARD (QUIZ DUO): 3,99 € per month
- (7) All prices include statutory VAT. The provider reserves the right to change the prices for in-app purchases and subscriptions at any time. However, price adjustments do not affect purchases already made or current subscriptions until the end of the respective billing period.
- (8) In-app purchases and subscriptions are made through the respective app stores and are subject to the payment terms and methods applicable there. The user agrees that the provider has no influence on the payment process and that all claims in this regard must be addressed directly to the respective app store.

§ 8 Random duo game and use of virtual players

- (1) When a user initiates a random duo game in an online game or mobile game, the system searches for another user to act as a duo partner for a period of 15 seconds. If no suitable duo partner is found within these 15 seconds, a virtual duo member (bot; profilname: piko, bella) is automatically added to the game.

- (2) Since it is not possible for users to start a solo round on the system, this circumstance is compensated for by the use of the bot. The bot is only added if no human duo partner is found after a 15-second search.
- (3) This procedure is primarily used during periods of low user traffic. The main focus is on forming duo games with two human users.

§ 9 Resetting the virtual knowledge level

- (1) Users have the option of resetting their own virtual knowledge level within the app to 0. The price for resetting the virtual knowledge level is 1,000 iNT'Coin.
- (2) Resetting the virtual knowledge level resets all games played to date and the user's own average score to 0. The old score with personal achievements is not saved and cannot be restored. Resetting to the previous status is therefore impossible once the "Reset" button has been confirmed.
- (3) Resetting your own knowledge level has no effect on the knowledge level of users with whom you have already played. The achievements and scores of other users remain unchanged.
- (4) Before confirming the "Reset" button, the user is expressly informed that this process is irrevocable. By confirming, the user agrees that all previous progress and scores will be permanently deleted.
- (5) The provider accepts no liability for any disadvantages or damage that may arise for the user as a result of resetting the virtual knowledge level. This includes, in particular, the loss of game scores, scores and other virtual achievements.
- (6) The provider reserves the right to change the conditions and price for resetting the virtual knowledge level at any time. However, changes do not affect resets that have already been carried out.

§ 10 Knowledge questions

- (1) The app provides knowledge questions and corresponding answers for both entertainment and learning purposes.
- (2) The content provided comes from various sources, including licensed third-party content and the provider's own research, which has been compiled from publicly available information on the internet.
- (3) Due to the diversity of sources, the questions and answers are not always based on primary or official documents, but may also be based on secondary information.
- (4) The provider does not guarantee the accuracy, objectivity or completeness of the questions and answers provided. These are primarily intended for the playful acquisition of knowledge.
- (5) The questions and answers were created at a specific point in time. Particularly in the case of dynamic topics (e.g. current events or changing laws), it is possible that the state of knowledge may have changed. Continuous updating is not guaranteed. Use is at the user's own risk.

- (6) The questions and answers are intended exclusively for personal, non-commercial use within the app.
- (7) If a user finds incorrect questions or answers, they can notify the provider via the contact options provided. The provider will review each complaint internally.
- (8) If the review reveals that a question or answer is indeed incorrect or in need of improvement, the provider may change or correct it at its own discretion. However, there is no entitlement to a correction. This procedure serves to continuously improve the content, but does not constitute an obligation to ensure that it is always error-free or up to date.

§ 11 Huusify.Shop

- (1) The Huusify.Shop is linked to the app via the "Gallery" section. Users can order clothing and accessories such as hoodies, caps and bags online via this shop.
- (2) Separate terms and conditions (T&Cs) apply to the Huusify.Shop. These can be viewed in the shop and must be accepted by users before completing a purchase. The T&Cs of the Huusify.Shop govern in particular the conditions for the purchase, delivery, return and warranty of the items offered. The use of the Huusify.Shop and the ordering of items via the shop are subject to the provisions set out in the separate GTC. Users are advised that the GTC of the Huusify.Shop apply independently of the GTC of the app.

§ 12 Participation in the virtual task "iNT'Mission"

- (1) The provider offers users the opportunity to complete a virtual task ("iNT'Mission") within a specified period of time and to earn a certain number of iNT'Coins by successfully completing the task.
- (2) The conditions of participation in a virtual task ("iNT'Mission") correspond to the requirements of these General Terms and Conditions for the general use of the app (see § 5).
- (3) The number of iNT'Coins is limited to a total amount per task and per user. The respective task, the amount of iNT'Coins per task and per user will be publicly announced on the provider's social media profile (Instagram).
- (4) In order to receive the issued number of iNT'Coins, the user must enter the code valid for solving the task in the "iNT'Coin" area. This code consists of the component "Huusify." and the respective corresponding solution.
- (5) Upon successful entry of a valid code within the specified period and while the quota is still available, the corresponding number of iNT'Coin will be credited to the respective user account, subject to paragraphs (1) to (6).
- (6) The user is advised that the respective task can only be completed once per user and the corresponding number of iNT'Coins can only be credited to the user account once (cf. § 5 (19)).
- (7) The provider reserves the right to deduct iNT'Coins wrongfully obtained through the unlawful completion of a virtual task from the user account and, if necessary,

to consider or initiate further measures against the respective user account (cf. § 6).

- (8) If, for organisational, technical or other reasons beyond the control of the user or provider, the task cannot be completed by the user, the provider shall not be liable for any damages or lost iNT'Coin. The provider accepts no liability for the unavailability of the task due to circumstances beyond its control, such as technical malfunctions, force majeure or other events for which it is not responsible. In principle, the user has no legal claim to receive a certain number of iNT'Coins, as the allocation and distribution is carried out on a voluntary basis by the provider.

§ 13 Rollbacks/content resets and resetting of high score lists

- (1) The provider expressly informs users that individual mobile games may be subject to rollbacks/content resets. In such cases, individual game progress and, if applicable, virtual items acquired in the game will be reset. The provider explicitly points out the possibility of game progress being reset, especially in beta versions (soft launch/beta version). Users acknowledge that such rollbacks/content resets are part of game operation and accept this possibility.
- (2) In addition, the provider reserves the right to periodically reset the high score (solo and duo rankings) in order to create additional incentives for new users. Users will be informed of the planned reset of the high score lists 4 weeks before implementation. This information will be announced by the provider via social media profiles and via the "virtual sticky notes" in "Huusify."
- (3) The provider is not obliged to inform each individual user of the reset. It is the responsibility of the users themselves to regularly inform themselves about upcoming innovations and changes. The provider accepts no liability for any disadvantages incurred by users as a result of their failure to inform themselves in good time about upcoming rollbacks/content resets or the reset of the high score lists.
- (4) The provider accepts no liability for damage or loss resulting from the reset of game progress or high score lists, unless this is due to intentional or grossly negligent behaviour on the part of the provider.

§ 14 Liability

- (1) The provider shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. Liability for guarantees shall be independent of the degree of fault. In cases of slight negligence, the provider shall be liable exclusively in accordance with the provisions of the Product Liability Act, for injury to life, limb or health, or for breach of essential contractual obligations. However, claims for damages for the slightly negligent breach of essential contractual obligations are limited to the foreseeable damage typical for this type of contract, unless there is unlimited liability due to injury to life, limb or health or

in accordance with the provisions of the Product Liability Act. Any further liability for damages is excluded. The liability under the preceding paragraph (1) also applies to breaches of duty by the provider's vicarious agents.

- (2) Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely.
- (3) If the customer is an entrepreneur, in addition to paragraphs (1) and (2), claims for damages due to slight negligence are excluded, unless they relate to essential contractual obligations, damage resulting from injury to life, limb or health, or guarantees, or claims under the Product Liability Act are affected.
- (4) In the event of data loss, the provider shall only be liable for damage that would also have occurred if the customer had created data properly and regularly in a manner appropriate to the risk.
- (5) The provider accepts no responsibility for the content of external websites or services that can be accessed via links in the app. The provider has no influence on the content of these external providers and does not adopt their content as its own.
- (6) The provider does not guarantee the uninterrupted availability of the app. The provider reserves the right to change, interrupt or discontinue the app or parts thereof at any time and without prior notice.
- (7) The provider does not guarantee the security of individual account scores. It is the responsibility of the end user to make regular backup copies of their data and to secure them.
- (8) Users are responsible for installing the relevant updates in order to use the app. The provider accepts no liability for damage or malfunctions resulting from the failure to install updates.
- (9) Unless expressly agreed otherwise, the customer's claims for warranty and damages, with the exception of claims arising from tort, shall become time-barred within the statutory limitation period.

§ 15 Data protection

- (1) The provider collects, processes and uses the user's personal data only within the framework of the statutory provisions and in accordance with its privacy policy.
- (2) The user has the right at any time to request information about the data stored about them and to request the correction, deletion or blocking of this data.
- (3) The provider's privacy policy can be found here: www.iubenda.com/privacy-policy/41340209

§ 16 Statutory right of withdrawal for consumers

- (1) Consumers generally have a statutory right of withdrawal when concluding contracts for a fee.
- (2) For contracts concluded via app stores, the provider refers to the cancellation policies of the respective app stores.
- (3) For contracts concluded for a fee via the web version, the provider refers to its separate cancellation policy, which can be viewed at www.huusify.app/widerrufsbelehrung.

§ 17 Changes to the General Terms and Conditions

- (1) The provider reserves the right to change these General Terms and Conditions at any time. Changes to the General Terms and Conditions will be communicated to the user in good time by email or within the app.
- (2) If the user does not object to the changes within two weeks of notification, the changes shall be deemed accepted.
- (3) If the user objects to the changes, the provider is entitled to terminate the contract with the user.

§ 18 Final provisions

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.
- (3) The place of jurisdiction for all disputes arising from this contract is the registered office of the provider, provided that the user is a merchant, a legal entity under public law or a special fund under public law.