

#### SPECIFIC CONDITIONS LUXEMBOURG — September 27, 2022

These General Conditions and the Specific Conditions (hereinafter referred to as the "General and Specific Conditions"), together with the Copyright Policy and the Privacy Policy, apply to all agreements between us as Provider (referred to as "the Provider", "we", "us", "ours", "our", see the Specific Terms for our contact details) and you as a Customer of the Services we provide. By Services is meant the provision of Mobile Content, this means content intended for use on the mobile phone (e.g. applications, wallpapers, games, fun sounds and tones) by Short Messaging Service ("SMS"), via the (mobile) Internet, this website or a wap site (the "Sites") or other methods of delivering mobile content, unless otherwise agreed in writing.

The General and Specific Conditions, as well as the copyright policy and the privacy policy also apply to the use of the Sites.

**By using the Sites and/or logging in to (one) of the services and/or accepting mobile content and/or (one) of the services, you accept the application of the General and specific Conditions, as well as the policy of Copyright and you acknowledge and confirm that you have read them and that they are binding on you.**

On certain services and mobile content, additional conditions will apply in addition to the general and specific conditions, such as the conditions of play communicated in advance, the rules of dispute and the guidelines (hereinafter called the "Additional Conditions"). **By logging into (one) of the Services and/or accepting Mobile Content and/or (one) of the Services, you agree to the application of the General and Specific Conditions, as well as the Copyright Policy and you acknowledge and confirm that you have read them and that they are binding on you.**

In the event of contradictions between the General and Specific Conditions on the one hand and the Additional Conditions on the other hand, the last conditions quoted will prevail.

The Service Provider has the right to modify the General and Specific Conditions at all times. Also, you should read these pages regularly.

#### 1. COUNTRY

The Services are offered in Luxembourg.

#### 2. PROVIDER

Services are offered by:

Thumbr is the trading name of Zimiq GmbH  
Address: Grünstrasse 8  
40212 Dusseldorf  
Commercial registration number: HRB 63787  
VAT number: DE273 110 961

E-mail:

[info.lu.fr@thumbr.com](mailto:info.lu.fr@thumbr.com)

Telephone: 80081240

#### 3. SERVICES

This is a Thumbr Membership offers an exciting gaming platform for everyone who is fun-seeking and wants to enjoy social gaming on Android and iPhone mobiles. Ultimate gaming experience comprised of browser games, downloadable games and game apps. By signing up for the Services, you get the opportunity to team up with your friends all over the world and play challenge games. Increase the competition between you and your friends and beat the high scores. Go social and meet new players, enjoy multiplayer games and compare achievements and high scores. Build your own comprehensive, personalized profile, and use virtual goods to monetize gaming. Thumbr has daring games for every budget. Unique premium games and free games are waiting for you! The content of the mobile content portal is constantly updated.

#### 4. ACCESS TO SERVICE, AVAILABILITY AND AGE

The user of the Services must reside in Luxembourg and [1] have at least reached the age of 18 and/or have the authorization of [one] of the parents and/or the payment agent to register in their name and to use the Services and [2] accept on behalf of this parent and/or payment agent compliance with the General and Specific Conditions. If you register for the Services and/or as a user of the Services, you acknowledge and confirm that you have read the General and Specific Conditions, have accepted them and meet the conditions in force in your situation, as mentioned above.

#### 5. INDEMNITIES

Application allowances are allowances and rates published by the Services, in advertising messages on the Internet, on television and on the Sites.

The application allowance is:

3 EUR per SMS, 9 EUR per week (3 EUR per SMS, 3 SMS per week) VAT included.

The compensation for the services will be paid by the telephone bill of your mobile network if you have a subscription or by deduction from your call credit if you do not have a subscription. Your mobile network provider may charge separate SMS and download charges.

#### 5. SITE SHORT CODES, KEYWORDS AND URLS

Where applicable, the abbreviated numbers [short codes], keywords [keywords] and URL [Uniform Resource Locator] that we use for our Services and on the Sites are communicated to the User by the Services, the advertising messages on internet and the Sites.

#### 6. TERMINATION AND TERMINATION, CUSTOMER SERVICE AND COPYRIGHT CONTACT POINT

We offer you information on the web pages that are part of the services and/or by [SMS] messages and/or by advertising messages on the internet.

If you wish to unsubscribe from our services, you can do so by:

There are three ways to stop this service:

1: By SMS: You can unsubscribe at any time by sending STOP by SMS followed by the keyword (example: STOP SX) to 67800. You will then be automatically unsubscribed.

2: Via e-mail: You can send an e-mail with the telephone number you wish to unsubscribe to: [info.lu.fr@thumbr.com](mailto:info.lu.fr@thumbr.com). You will then be unsubscribed within 24 hours if the email is sent during a working day, or on Monday if it is sent on a Friday.

3: Via the assistance number: our customers can call the assistance number free of charge at 80081240 to reach one of our advisers (available during opening hours). The customer will then be unsubscribed within 24 hours if the request is made during a working day.

If you would like more information or have specific questions, then you can send an email to our customer service department [info.lu.fr@thumbr.com](mailto:info.lu.fr@thumbr.com). You can also call our service number 0220880495.

#### 7. RIGHT OF WITHDRAWAL

You have a right of withdrawal for a period of 14 days from the conclusion of the service contract, without giving any reason.

You will be refunded the full amount you have paid, within 14 days of the day of your notification of exercise of the right of withdrawal.

To exercise your right of withdrawal, you must notify us in writing, by means of an unambiguous declaration, within 14 days of receipt of the article concerned. To this end, you can, if you wish, use the withdrawal form attached to these specific conditions, and return it duly completed by email to [info.lu.fr@thumbr.com](mailto:info.lu.fr@thumbr.com) or to the following address: par Zimiq GmbH Grünstraße 8, 40212 Düsseldorf, indicating in the subject "withdrawal" and your mobile phone number.

Annex I - Withdrawal form

(Please complete and return this form only if you wish to withdraw from the contract.)

To the attention of :

Zimiq GmbH

Grünstrasse 8

40212 Dusseldorf

Email: [info.lu.fr@thumbr.com](mailto:info.lu.fr@thumbr.com)

I/we (\*) hereby notify you of my/our (\*) withdrawal from the contract relating to the sale of goods (\*)/for the provision of services (\*) below:

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

Order number:

Name of consumer(s):

Address of consumer(s):

Signature of the consumer(s) (only in case of notification of this form on paper):

Date :

(\*) Strike out the unnecessary mention.