

GENERAL TERMS AND CONDITIONS OF USE AND SALE - PRIVACY POLICY

PREAMBLE

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capital of €67,000

RCS No.: B 447 878 950 Paris (*on the Paris Trade Register*)

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Host: Claranet - Head office 2 Rue des Landelles 35510 Cesson S évigné These GTC are those in force since 19 February 2024.

Star Games is a service enabling Subscribers to access online games from their fixed and/or mobile terminals.

Access to the services offered by the Stargames website (hereinafter referred to as the "Site ") implies unreserved acceptance of these provisions (hereinafter referred to as the "General Conditions ").

The General Terms and Conditions are drawn up in French and are available online from the Site. Wister reserves the right to modify its General Terms and Conditions.

1. DEFINITIONS

Subscription: refers to a subscription with no commitment, enabling access to the Service. The subscription is renewed by tacit agreement for successive periods until it is cancelled by the Subscriber under the conditions specified in the GCS.

Subscriber(s)/Customer(s): refers to the person(s) subscribing to the

Service. GTC: refers to these General Terms and Conditions of Sale and Use.

Content(s): refers to the content(s) offered to Subscribers. The content(s) are intended to be accessible from their Terminal.

Publisher / Company: refers to WISTER, publisher of the

Service. ISP: refers to an Internet Service Provider.

Service / Site: refers to the Stargames offering proposed by the Publisher to Subscribers, on which content is offered, accessible as part of a subscription.

Terminal: refers to fixed and mobile terminals.

Fixed terminal: refers to any present or future fixed terminal connected to a radio telecommunications network. This may include any computer (PC or Mac), compatible connected TV allowing access to the Service, etc.

Mobile terminal: refers to any current or future mobile terminal connected to a radio telecommunications network. This may include, in particular, any compatible telephone, smartphone or tablet enabling access to the Service.

2. SUBJECT

The purpose of these GTS is to govern the conditions under which the Service is offered to customers.

These GCS apply to all Subscribers.

The Service offered by the Publisher is a service accessible by subscription, with no commitment and tacitly renewable under the conditions defined in article 3 of these General Terms and Conditions.

Content is billed to the User via the Internet Plus Box or Internet Plus Mobile payment solutions.

The mere fact of using the Service implies pure and simple acceptance of these GCS by the Subscriber.

3. ESSENTIAL CHARACTERISTICS AND CONDITIONS OF ACCESS TO SERVICES

The Content offered by the Company on the Site is accessible either on a pay-per-view basis or by subscription, depending on the offer currently in place.

Access to and use of the Service requires the use of equipment such as computer or mobile terminal, means of communication (such as Internet access), software. This equipment is the sole responsibility of the Customer, as are any communication costs incurred by its use.

A subscription is taken out for weekly periods and is tacitly renewable for subsequent periods of one week or one month until terminated by the Customer under the conditions set out in the relevant provisions in the "Pricing Information "or "Unsubscribe "menu on the Site.

The pricing conditions are those of the mobile telephone operators and Internet access providers. Payment is made by means of invoices from the Customer's mobile telephone operator or Internet access provider, the amount depending on the tariff charged by the operator or Internet access provider.

Customers wishing to subscribe to the Services must click on an advertising banner to be redirected to a landing page where they will be asked to enter their telephone number.

They must then follow the instructions given on the Site and/or on the Landing Page and enter their mobile telephone number. Once they have entered their telephone number, they will receive a confirmation code by SMS which they must enter on the operator's page, then click on "confirm "(or an equivalent term) to validate their subscription.

4. CONDITIONS OF USE OF SERVICES

Once their registration has been validated, Subscribers can use the Service immediately. Use of the service is authorised only within the family circle. Any use outside this context, in particular for entertainment in public places, is prohibited.

The Subscriber must ensure that he has sufficient bandwidth on his access to use the service.

When using the Services, the User undertakes to respect the rights of third parties, to comply with the stipulations of the General Terms and Conditions and with the laws in force.

The User undertakes in particular:

to provide true, accurate, up-to-date and complete information about himself; not to use the service for professional, commercial or non-private purposes; not to contravene any civil or criminal rules;

not to disseminate information or content that may cause the Services to malfunction, such as software, viruses, logic bombs, etc.

Wister cannot be held responsible if a User does not respect the General Conditions. Non compliance with any of the obligations mentioned above

constitutes a breach for which Wister may terminate the agreement. In any event, the User shall indemnify and hold Wister harmless against any claims or actions by third parties arising from a breach by the User of his obligations under this agreement and, in particular, the above statements.

4.1 Use by minors or in the workplace.

The Customer must be of legal age to access the Service. Wister may not be held responsible for the use of the Service by Customers who breach this rule. Consequently, minors must obtain authorisation from their parents (or persons holding parental authority over the minor), before accessing the Content presented on this Site.

Any use of the Service by the Customer from his place of work by means of a professional terminal must be authorised by his employer or line manager.

5. DURATION

Your current subscription starts when the Company, at your request, gives you access to the Services.

The Site may also offer trial or discovery offers for the Service of varying duration. The General Terms and Conditions are entered into for an indefinite period, commencing on the date on which the Customer subscribes to the Subscription on the Site.

Unless terminated by the Subscriber under the terms of article 4, the Subscription to the Service is tacitly renewed for a period identical to that initially subscribed. In the event of tacit renewal, the rate then in force for the Subscription taken out will be fully applicable to the Subscriber.

The service is accessible to Subscribers until their Subscription is cancelled. Once the Subscription has been cancelled, the Subscriber will no longer have access to the service.

For the duration of their Subscription, Subscribers may use the Service from any compatible terminal. When their Subscription expires, their identifiers will no longer be active and the Subscriber will no longer have access to the Service.

6. CANCELLATION - WITHDRAWAL

For Mobily users the service price is 1.725 riyal (including VAT 15 %) with automatic daily renewal to unsubscribe send U 285 to 670611. This service is available for Zain customers for 1.725 SAR renewed daily (including VAT). To cancel your subscription, please send U 2 to 709722. This service is available for Virgin with free period customers for 1 SAR renewed daily. To cancel your subscription, please send U 85 to 300346. The Tax amount was collected to prepaid customers upon charging

Please read your mobile operator's terms and conditions carefully.

The Subscriber will continue to have access to the Service until the end of the current billing period.

The Publisher reserves the right to automatically terminate a Subscriber's access to the Service, without notice or compensation, in the event of :

- non-compliance by the Subscriber with these GCS, and in particular :
- failure to respect the intellectual property rights of the Publisher and/or its licensors providing false information when registering for the Service;

- total or partial non-payment by the Subscriber of the price of his subscription to the Service acts contrary to the commercial interests of the Service or the Publisher.

Customers in the European Union and certain other countries may also have the legal right to withdraw from any agreement within a minimum period of 14 days after the effective date of the agreement (the "Withdrawal Period "). The Company has granted you a fourteen day Withdrawal Period, provided, however, that your right to withdraw shall cease immediately if access to the Services has been provided to you prior to the end of the Withdrawal Period.

If the User withdraws from this contract, we will refund all payments received from the User as soon as possible after the date on which the Company is informed of the User's decision to withdraw from this contract.

7. RATES AND PAYMENT TERMS

7.1 The price

In order to access the Services, you must have a mobile subscription with a participating wireless service provider or have access to the (mobile) network for which the Company provides the Services, as well as any wireless service provider service required to download content and/or receive SMS messages and pay any fees for

service (wireless service provider) associated with such access. Your mobile phone must have a working Internet connection (e.g. WAP, GPRS, UMTS). Your mobile phone must be able to receive text messages, ring tones, mobile games, videos and/or colour graphics. In addition, your mobile phone must have Internet access to download ringtones, mobile games, videos, colour graphics or other downloadable services.

The Content offered by the Company on the Site is accessible either on a pay-per-view basis or by subscription.

The applicable rate is that in force at the time the Subscriber subscribes to the Service, as accepted by the Subscriber for the entire duration of the subscription. The subscription price is payable on a recurring basis according to the frequency of the subscription taken out by the Subscriber.

The rates applicable to the Service are shown on the Service presentation screens and/or on promotional material.

The price indicated does not include any additional Internet connection charges invoiced by the operator.

7.2 Payment methods

Payment for the Subscription is made by direct debit from the Customer's electronic communications operator invoice. In the event of termination, the remainder of the Subscription period is due and cannot be reimbursed.

7.3 Free trial

Subscription to the Service may begin with a free trial designed to enable new Subscribers to test the service.

7.4 Proof of transactions

The electronic records kept by Wister will constitute valid proof of the existence of (i) communications between the Parties, (ii) acceptance of the General Terms and Conditions and (iii) any use of the service as part of a Subscription carried out on or via the Site. Similarly, the data recorded by the payment system used and chosen by the Customer (banking or payment institution or other), constitutes proof of all financial transactions between the Customer, Wister and the institution concerned.

8. RESPONSIBILITY

8.1 Responsibility of the Subscriber

If requested to do so, the Subscriber undertakes, during the subscription procedure, to provide complete and accurate information.

The Subscriber is solely responsible for the use he makes of his mobile telephone line and his access to the Internet network. Consequently, any subscription to the Service made via his mobile telephone line and/or his Internet access and/or mobile Internet is deemed to have been made exclusively by the Subscriber.

The Subscriber is authorised to subscribe to the Service and to use the Service for personal use only.

Use of the Service for commercial or promotional purposes is prohibited.

The Subscriber is also prohibited from :

- assign, transmit, transfer reproductions of the Content, assign, offer, make available to to dispose of, rent or lease the Content(s) by any means whatsoever;
- publish, online or offline, or distribute any image, sound, file, graphic, animation or any other element of any Content ;
- use the Service in a way that may directly or indirectly infringe the intellectual property rights of the Publisher or of a third party, and that may in particular violate or transgress the honour, personal or family privacy, image of third parties or morality; - extract, by permanent or temporary transfer, all or a quantitatively or qualitatively substantial part of the Content or of the database making up the Service onto another medium, by any

means and in any form whatsoever, as well as re-use by communicating to the public all or a quantitatively or qualitatively substantial part of the Content, in any form whatsoever.

8.2 Responsibility of the Service Editor

In particular, the Subscriber acknowledges that the Publisher may not be held liable if the Subscriber considers that the Service and/or its Content do not meet his or her expectations.

Notwithstanding any disclaimer of liability stipulated elsewhere in these GCS, the Publisher may not be held liable in the following cases: - difficulties in accessing the Service due to total or partial non-compliance with an obligation by the Subscriber, use by the Subscriber

of terminal equipment not adapted to the characteristics of the Service or the Content offered, failure and/or saturation of the telecommunications networks or due to the actions of third parties, in particular telephone operators;

- contamination by viruses or any other risk element of the Content, the Service and the the Subscriber's equipment, or any other malicious intrusion by third parties despite the reasonable security measures put in place by the Publisher

- misuse of the Service by the Subscriber ;

- damage to the Subscriber's equipment, which is the sole responsibility of the Subscriber. The Publisher cannot be held responsible for any interruptions to the Services due to causes that are not directly applicable to it and/or that are beyond its control, for example due to malfunctioning of the telephone network.

The Service may be suspended by the Publisher for maintenance purposes for periods generally not exceeding 48 hours, without the Subscriber being entitled to claim any compensation whatsoever.

Wister may, at any time, cease to provide the Service, in whole or in part.

It is expressly agreed that if the Publisher were to be held liable, this liability would in any event be limited to compensation for direct damage only, to the exclusion of any indirect damage whatsoever (such as the disappearance, loss or deterioration of data and/or any damage likely to affect the Subscriber's equipment in particular).

As the Service offered by Wister is based on the use of complex technologies, no commitment as to results can be made by Wister or recognised against it with regard to the provision of the Service, as Wister's only commitments are made in the context of an obligation of means.

Wister will use its best endeavours to ensure that the Service is accessible at all times, except in the event of force majeure, events beyond its control and maintenance operations necessary to ensure the correct operation of the Service.

Without prejudice to the foregoing, the User acknowledges that the Service is provided by Wister "as is" and without any implicit or explicit guarantee of any kind, particularly with regard to the complete satisfaction of the User.

As part of the provision of the Service, Wister uses the services and distribution networks of third party companies, over which it has no control.

Wister cannot therefore be held responsible in particular for possible delays in the distribution of Content ordered by the Customer, for permanent or temporary interruptions in the transmission of data to the Customer's Terminal, or for any other service provided by a third party.

The Company endeavours to deliver Content as quickly as possible. However, as it has to use the services and distribution networks of third-party companies, over which the Company has no influence in terms of availability, the Company cannot be held responsible for any delays in the transfer of Content ordered by the Customer on a pay-per-view basis or by

The Company reserves the right to temporarily suspend access to the Content in order to carry out maintenance and repair work on the Site. The Company reserves the right to temporarily suspend access to the Content for maintenance and repair work on the Site. The use of the Content available from the Company requires the use of certain technical systems such as mobile telephones, computers, computer programs, means of transmission, telecommunication services and other third-party services, which may give rise to additional costs. These costs are borne by the Customer. The Company does not provide any of these technical systems and is in no way responsible for them.

Wister cannot be held responsible in the event of an act by, or under the control of, the Customer, an act resulting from a third party or force majeure. Exceptional bad weather, natural disasters, fires, floods, lightning, electronic surges, terrorist attacks, strikes, network and payment operator failures, computer viruses, and any event of force majeure or fortuitous event within the meaning of article 1218 of the French Civil Code are considered to be cases of force majeure.

Wister uses all necessary means to provide its Service. It cannot be held responsible for any technical problem independent of its Service, electronic communication problems due to the Customer's Internet access provider, mobile operator and the Customer's terminal or computer, any technical reason, such as curative or preventive maintenance, interruption or degradation of the networks, or affecting the availability of the Service. Furthermore, Wister cannot be held responsible in the event that updates are necessary for the Site to function correctly, or in the event of delays in sending

and/or receiving messages exchanged between Clients as part of the Services. Wister reserves the right to temporarily suspend access to the Services for maintenance and repair work on the Site.

8.3 Information and content provided by Users

The consequences of disclosure of information and content provided by the Customer are the sole responsibility of the Customer concerned. In addition, the Customer waives any recourse against Wister, in particular on the basis of any infringement of his/her right to image, honour, reputation or privacy, resulting from the distribution or disclosure of information concerning him/her under the conditions provided for herein, in particular under the article "Right of access and protection of personal data ", insofar as the Customer has previously, freely and explicitly consented to such disclosure by registering for the Service and in application of these Terms of Use.

Wister cannot be held responsible for (and the consequences of) the accuracy or inaccuracy of the information and content provided by Customers.

9. INTELLECTUAL PROPERTY

9.1 Company components

These General Terms and Conditions do not imply any transfer whatsoever of intellectual property rights over the Content belonging to the Company.

The Service and all the elements making it up (such as content, trademarks, designs, models, images, texts, photos, logos, graphic charters, software and programmes, databases, sounds, videos, domain names, design or any other element making up the Content, with the exception of third-party elements defined below) are the exclusive property of the Company and are protected by all intellectual or industrial property rights recognised by the laws in force.

Any reproduction and/or representation, in whole or in part, of any of these rights, without the express authorisation of the Company, is prohibited and constitutes an infringement in accordance with article L335-2 et seq. of the French Intellectual Property Code.

The Subscriber undertakes not to take any action likely to circumvent the technical protection measures put in place by the Publisher with a view to downloading and storing the contents of the Service on the storage device of his reception terminal, whatever it may be (computer, mobile phone, tablet, etc.).

The Subscriber declares that he/she is aware that the act of knowingly undermining a technical protection measure exposes him/her to a fine of 3,750 euros, pursuant to the

provisions of article L. 335-4-1 of the French Intellectual Property Code, and that the act of knowingly providing or offering to others, directly or indirectly, means designed or specially adapted to undermine a technical protection measure is punishable by six months' imprisonment and a fine of 30,000 euros.

The authorisation to view the Content(s) granted to the Subscriber, in return for payment, does not confer any title or ownership rights, which remain reserved to their authors and beneficiaries. This authorisation is granted on a non-exclusive, non-transferable and non transferable basis. Any other use is expressly prohibited. In particular, the Subscriber is not authorised to copy, reproduce, translate, extract, modify or create products derived from any Content or Leisure Content or from any element making up the Service.

9.2 Third-party items

Elements belonging to third parties, such as videos, brands, logos, images, texts and sounds, without this list being exhaustive, are the exclusive property of their author and are protected as such by copyright, trademark law or any other right recognised by the laws in force.

The Customer undertakes not to infringe, directly or indirectly, the property rights of third parties whose content is present on the application and undertakes not to exploit these elements in any way whatsoever.

The Customer undertakes to respect all the rights of third parties whose content is present on the application.

10. PERSONAL DATA

Personal data is governed by the confidentiality policy. Subscribers are solely responsible for the data they provide.

The Subscriber is informed that the information provided as part of the Service is necessary for the use of the Service. In particular, it enables the Publisher, as part of the Service, to notify the Subscriber by e-mail of the receipt of e-mails on his/her User account and to propose promotional offers with the aim of optimising use of the Site or managing the supply of products and/or services and customer relations.

This information is intended exclusively for the use of the Publisher and its contractual partners for the purposes of providing the Service, on the one hand, and its service providers, on the other.

11. CLAIMS

For complaints about our service, please contact us at:

support.fr@wister.eu

The Publisher shall not be obliged to consider requests sent to it by other means. To be admissible, all applications must include at least the following information full contact details (surname, first name, postal address, email address) of the Subscriber; - the name of the service concerned;

- the subject of the request ;
- the Subscriber's telephone number and/or email address as entered at the time of subscription;
- the method of payment used;
- a copy of the last bill and a photocopy of a valid document (identity card, valid passport, driving licence, residence permit) to prove that they are the owner of the fixed or mobile line; - a bank statement.

12. AGREEMENT BETWEEN THE PARTIES

The General Terms and Conditions constitute a contract governing the relationship between Wister and the Customer. They cancel and replace all previous provisions and express the entirety of the rights and obligations of the Customer and Wister in the context hereof.

The fact that one of the parties does not take advantage of a breach by the other party of any of the obligations referred to herein shall not be interpreted for the future as a waiver of the obligation in question.

If one or more stipulations of the General Terms and Conditions are held to be invalid or declared as such in application of a law, regulation or following a final decision by a competent court, the other stipulations will retain all their force and scope.