

astragon Privacy Policy for mobile applications

Thank you for your interest in our products and welcome to our Privacy Policy! Our company is

astragon Entertainment GmbH, Am Wehrhahn 33, 40211 Düsseldorf,

hereinafter called **astragon**.

1. What is this all about?

In the following we would like to explain you briefly **astragon**'s attitude towards data protection, how we protect your data and what consequences derive from using our programs. We understand the importance of protecting your privacy. Therefore, it's common practice for us to comply with statutory provisions for data protection. Additionally it is also important to us that you always know when we collect data, store and how we process them.

By accepting this Privacy Policy it becomes part of the EULA.

To make sure that we are all talking about the same issues we like to define a few terms. **astragon** is subject to the German Federal Data Protection Act.

Personal data includes items of information about the personal or material circumstances of a specific or specifiable individual.

In other "non-legal" words: Personal data is all and any information which makes you personally identifiable, such as address, name, phone numbers, etc.. All other data which cannot be used for identifying you is NOT personal data!

Collection of data is the acquisition of data in respect to this specific person.

Storage of data is gathering, recording and storing of personal data on a medium for the purpose of further processing or use.

Data processing includes storing, changing, transferring, blocking and deleting of personal data.

2. When, how and why is data collected?

astragon itself does **not** store and process any data which might identify you as an individual customer! **We do not want to disturb your privacy.**

To be able to use our app, you need to download them first. During the download data are being collected, stored and processed by the respective platform such as the Amazon Store.

3. Who collects the data from ad-supported products?

Your product is not ad-supported.

4. Is there an interactive connection to Facebook?

No.

5. Does the provider of the Download Platform collect data?

Depending on what hardware you have (Amazon Fire Devices), the app will be offered via the corresponding matching platform.

The provider of the platform collects data. **astragon** has no influence and no access to the data.

6. Can I delete the data and/or find out which personal data are stored about me?

If you like to revoke your consent in respect to the platform, please contact platform provider. We like to advise you that in this case you might not be able to use the concerning app or platform any longer.

7. What are the consequences of accepting this privacy policy?

By installing the software you agree to the usage of the aforementioned data according to the foregoing provisions.

.....

CONSTRUCTION SIMULATOR 2

© WELTENBAUER. SOFTWARE ENTWICKLUNG GMBH

© astragon Entertainment GmbH

All rights reserved.

Please read the following license Agreement carefully before installing "CONSTRUCTION SIMULATOR 2". By installing and using the Software you agree to be bound to the following terms and conditions.

LICENSE AGREEMENT

WELTENBAUER. SOFTWARE ENTWICKLUNG GMBH (as licensor) and astragon Entertainment GmbH, Düsseldorf (hereinafter referred to as "the Producer") only grant you a license to the contractual software product including its computer software and associated media and any printed materials and online or electronic documentation (hereinafter referred to as "Software") exclusively under the condition that you accept all terms of this license Agreement. In no event, however, you do acquire the ownership of the Software. By installing and using the software you agree to be bound to the terms and conditions of this License Agreement.

Installing this Software, you agree to these conditions, and you (as an individual or an entity) enter into an agreement with the Producer of the Software under this Agreement. If you do not agree to the terms, then do not install this Software. In this case you may not use the Software but must destroy the software immediately or return it to the Producer.

- 1. LICENSE AND GUARANTEE -

The Software acquired with this License is owned by WELTENBAUER. SOFTWARE ENTWICKLUNG GMBH or its licensees and is protected by national and international laws. By accepting the License Agreement you obtain the non-exclusive right to use the software. Unless otherwise agreed in a supplementary agreement to this License, the following provisions apply for the use of the Software:

You may:

- a) install and use the Software on a single computer.
- b) use the Software in a network, provided that you have a licensed copy of the Software for each computer that has access to the Software over the network. If, for example, eight different workstations have access to the Software over the network, each of the workstations must have an own license for the software regardless of whether the software is used by all eight workstations at the same time or at different times.

You may not:

- a) copy the documentation supplied along with the Software.
- b) make the Software available or otherwise accessible to third parties or rent or grant sublicenses.
- c) reverse engineer, decompile, disassemble, create derivative works, or otherwise try to make available the source code, change the Software, translate it or produce derivative products herefrom.
- d) upon receipt of a CD-ROM in exchange for a defective copy or an upgraded version as a replacement for an earlier version, use the copy previously obtained or the earlier version of the Software or pass it on to third parties. After acquisition of an updated version of the Software all copies of earlier versions must be destroyed.

Notwithstanding any other rights, the Producer has the right to terminate this License Agreement if you violate the terms and conditions of this License Agreement. In this case you are obliged to destroy all copies of the Software including all of its components, or return it to the Producer.

- 2. LIMITED GUARANTEE -

astragon Entertainment GmbH guarantees that the Software will work for a period of ninety (90) days after the acquisition date in accordance with the accompanying documentation if you comply with the instructions and all applicable license terms. However astragon Entertainment GmbH and its licensors do not guarantee the continuous use of the Software or error free operation of the Software or its secure usage or that the Software can be used for a particular purpose. astragon Entertainment GmbH guarantees further that the data carrier containing the software is free from material or manufacturing defects for a period of ninety (90) days.

Claims of the Customer

The liability of astragon Entertainment GmbH and its licensors is limited to and your exclusive claim for damages arising from any breach of warranty is subject to the sole discretion of astragon Entertainment GmbH in either (i) refund of the price paid or (ii) repair or replacement of the Software for the purposes under this EULA and all other provisions of the license terms and conditions granted by the licensors of astragon Entertainment GmbH. This limited guarantee does not apply if the failure of the Software is caused by accident, abuse, or incorrect use. For the replacement software astragon Entertainment GmbH only grants a guarantee for the remaining time of the original warranty period. Any further warranty is expressly excluded.

This limited guarantee is exclusive and in lieu of all other warranties, direct or indirect, including implied warranty of merchantability, fitness for a particular purpose and non-infringement. This warranty gives you specific legal rights. You may also have additional rights that vary from country to country.

3. User-generated content (UGC)

You have the right to create user-generated content for this application.

However, you may not generate and/or integrate contents containing racist or pornographic elements.

Furthermore, you may not generate contents and/or make changes that are illegal or immoral.

astragon Entertainment GmbH is not responsible for user-generated contents of whatsoever nature.

If you are interested in developing, marketing or distributing or otherwise wholly or partially like to exploit the Software or its components, for example, as part of other software products, astragon Entertainment GmbH is willing to enter into negotiations .

4. DISCLAIMER

A responsible use of data processing programs require a thorough testing of the program with non-critical data before it can actually be released. Therefore, the user of the Software bears all risks. Regardless of whether one of the remedies set forth herein fails to meet its material purpose, the Producer is in no way liable for any indirect, consequential or other damages (including damages for loss of profit or loss of data) arising from the use of the Software or inability to use the Software, even if the Producer was informed about the possibility of such damages. Some countries do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply for you. In this case, the liability of the Producer is limited to the purchase price paid for the Software. The disclaimer and limitations set forth above are independent of the acceptance of the Software.

- 5. GERNERAL -

This Agreement is governed by the laws of the Federal Republic of Germany. This Agreement may be only changed by a supplementary license agreement delivered together with this license or by another written document signed by you and the Producer. If any provision of this License Agreement turns out to be or is likely to become completely or partially ineffective or incomplete, this shall have no effect on the validity of the remaining.

If you have any questions concerning this Agreement or wish to contact the Producer for other reasons, please contact:

astragon Entertainment GmbH, Am Wehrhahn. 33, D-40211 Düsseldorf