

Regulations on the provision of services  
by Ten Square Games sp. z o.o.

(also referred to as the “**Regulations**”)

**§ 1.**

**Subject Matter of the Regulations. Service Provider**

- 1 The Regulations specify the terms and conditions of using the game called “Let’s fish”, which is made available online, in particular at the address <http://lets-fish.com> (hereinafter also referred to as the “**Game**” or the “**Service**”), as well as the terms and conditions of using the services provided by the Service Provider in the meaning of clause 2 below, in connection with the Service Provider providing access to the Game, as well as its development/enhancement by the Service Provider.
- 2 The Service Provider is Ten Square Games Sp. z o.o., with its registered office in Wrocław, at ul. Baciarelli 2A, 51-649 Wrocław, which is entered into the National Court Register - register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under the KRS number: 0000399940, with share capital of 18,000.00 zlotys, with tax ID (NIP) No. 8982196752, REGON statistical No. 021744780 (hereinafter also referred to as the “**Service Provider**” or “**TSG**”).
- 3 The Regulations specify the rights and duties of the users of the Game, in the meaning of § 2 below, as well as the responsibilities of the Service Provider, and simultaneously constitute an agreement on the provision of services electronically (hereinafter referred to as the “**Agreement**”).
- 4 The name of the Game, its concept, graphical appearance, the logo, elements of the graphical design, trademarks, software and database are legally protected.

**§ 2.**

**The User**

The User of the Game may only be a natural person acting in purposes not related to his/her business or occupational activities, who, at the time of registration, (i) is over 18 years old and has full capacity to conduct legal transactions or (ii) has received valid consent from his/her legal guardians to conclude the Agreement and use the Game (hereinafter referred to as the “**User**”). The Service Provider is authorized to verify the receipt of the consent referred to in the foregoing sentence.

**§ 3.**

**Technical Requirements**

- 1 The Service Provider is the owner of the Service.
- 2 In order to use the Service, the User must have hardware giving access to the Internet network, together with software used for browsing its resources (Internet browser), which accepts cookie-type files, as well as an e-mail account (excluding so-called temporary e-mail addresses). The types of browser supported include, in particular, **Google Chrome, Mozilla Firefox and Internet Explorer - the latest versions**. Furthermore, the correct operation of the Game requires the installation of Adobe Flash Player version **10.3 or later**.
- 3 The use of viruses, bots, worms or other computer codes, files or programmes (in particular automating processes of scripts and applications or other codes, files or tools) within the Service is prohibited.
- 4 The User is aware that the use of Adblock or Flashblock type software may result in the incorrect operation of the Service or may completely prevent its use.
- 5 Users, who freely, voluntarily and optionally give their consent to the Service Provider to use their personal data for marketing purposes (in order to promote the services and products of the Service Provider’s direct and indirect trading partners within the Service), as well as to receive commercial information, are able to benefit from an additional function involving the presentation of adjusted/tailored advertising content to them.

#### § 4.

#### Conclusion of the Agreement and User Account

- 1 The use of the Game and Service requires the prior conclusion of the Agreement. The Agreement is concluded at the time of creation of an account in the meaning of clause 2 below, exclusively after the User previously reads the provisions of the Regulations and accepts them in whole.
- 2 The creation of an User Account, i.e. space dedicated to the User on the Service Provider's server (hereinafter also referred to as the "**Account**") requires registration. Registration in the Service is conducted by the User completing the electronic form made available by the Service Provider and giving the information / data specified in it, which is simultaneously an offer to conclude the Agreement sent by the User to the Service Provider. The Service Provider checks the correctness of the e-mail address provided by the User by sending a verification link to that address. The Account is created at the time of the User's confirmation of the User's e-mail address in accordance with the previous sentence and the acceptance by the Service Provider of the offer to conclude the Agreement, which is confirmed by awarding the User access to the Account. Each User may only have one Account at any one time.
- 3 Within the Account, the User may have the ability to store the information he/she selects, in particular regarding the course of the Game, as well as graphics identifying him/her (hereinafter also referred to as the "**Avatar**"), comments and statements in the tools provided by the Service Provider (hereinafter also referred to as the "**Content**").
- 4 The conclusion of the Agreement authorizes the User to use the Game free of charge, subject to § 6 below, solely for the purposes of entertainment and on the terms and conditions set out in the Agreement. The User is not authorized to translate, adapt, change the layout or make any other changes to the Game, including correcting any possible errors. It is also prohibited to deliberately take advantage of bugs in the Game; any bugs found should be reported forthwith to the Service Provider by e-mail to the address [support@tensquaregames.com](mailto:support@tensquaregames.com).
- 5 The User's acceptance of the Regulations is equivalent to making statements of the following wording:
  - a I have read the Regulations and accept all of their provisions without reservation;
  - b I have voluntarily started to use the services of the Service Provider encompassed by the Agreement (Service);
  - c the personal data contained in the registration form and possibly later amended during the use of the Service is genuine and the Content posted in the Account is in compliance with the law; in particular, it does not breach third party rights;
  - d I permit the use of my Avatar posted in the Service for the purpose of providing the services and the provision of the functionalities of the Service;
  - e I agree to receive system information on the e-mail address specified in the Account settings and ask that messages from the Service Provider are sent to that address, in particular information on problems, changes and technical breaks in the operation of the Service;
  - f I accept and undertake to use the Service in accordance with Regulations and the purpose of the Service arising from the Regulations;
  - g I accept and agree to the Service Provider's removal of Content posted by me, which breaches the Regulations, the law or good practices;
  - h I accept and agree to the Service Provider modifying the appearance of the Service, in particular, for technical or legal reasons, including the appearance/layout, etc. of my Account, as well as posting information, windows, banners and advertisements in the Service.
- 6 The User undertakes to keep access data (logon data, passwords etc.) to the Account in strict confidence, in particular, not to divulge/disclose it to third parties. In the event of learning of

doubts regarding unauthorized access to such data, the User shall immediately change the access password.

- 7 The User is not authorized to sell his/her Account to third parties, or otherwise transfer it.
- 8 By posting Content, in particular the Avatar, materials or statements in the Account, the User provides a non-exclusive royalty-free licence to the Service Provider to use, store in computer memory, change, delete, fill, perform publicly, display publicly, reproduce and disseminate (in particular through the Internet) this Content for purposes related to the performance of the Agreement.

## **§ 5. Use of the Game**

- 1 The use of the Game shall only be permitted through an Internet browser or the special tools provided by the Service Provider or explicitly authorized by it. In particular, it is prohibited to use any programs / scripts / codes / bots, which cause an excessive burden on the Service Provider's server, affect the course of the Game or automatically control the Game. It is also prohibited to reproduce or analyse the Game, its components or the Content of other users.
- 2 It is prohibited to use the Game in any way which breaches the law or principles of social coexistence; in particular, it is prohibited to:
  - a post any content of an erotic or pornographic nature, as well as content presenting even partial nudity or suggestive content, relating implicitly to the above content understood in this manner, in breach of Polish or international legal or moral standards, depicting or propagating violence, hatred and/or discrimination (racial, cultural, ethnic, religious and/or philosophical, etc.);
  - b post Content breaching personal rights or insulting the personal dignity of others;
  - c distribute spam / unsolicited commercial information;
  - d conduct commercial, advertising or promotional etc. activities, with the exception of individual arrangements with the Service Provider under which it has been agreed otherwise;
  - e send the same message repeatedly or many different messages in very short time intervals (flooding).

This prohibition also applies to posting hyperlinks to Internet resources containing the above and similar conduct, the result of which may be even the indirect dissemination of this content through the Service or the Game.

- 3 In concluding the Agreement, the Contractor undertakes, in particular, to:
  - a refrain from any activities which may hinder or disturb the functioning of the Service, as well as from using the Service in a manner which is cumbersome for other Users;
  - b observe copyrights and rights arising from the registration of inventions, patents, trademarks, utility and industrial models of the Service Provider and other entities;
  - c refrain from any activities, which could breach the privacy of other Users, primarily involving the collection, processing and dissemination of information on other Users without their express consent, with the exception of situations where such activities are in compliance with the law and the provisions of these Regulations;
  - d refrain from any action which could impede or interfere with the functioning of the Service, as well as activities involving, in particular, the destruction, change, removal, damage to and obstruction of access to the Accounts of other Users;
  - e not take any action to the injury of the Service Provider, Users and other entities, in particular, by displaying degrading Content or content which is slanderous to third parties, as well as by using untrue or confidential information;

- f refrain from any action which spreads propaganda and/or symbols of organizations, which are considered to be non-constitutional or illegal in the Republic of Poland;
- g refrain from taking any action which is used to deceitfully obtain passwords and logon data from other Users, in particular for commercial purposes in the broad sense of the term and/or for illegal purposes;
- h refrain from any action, in particular, with the use of viruses, bots, worms or other computer codes, files or programs which interrupt, destroy or restrict the operation of the Service or computer hardware or otherwise enable unauthorized use or access to a computer or computer network;
- i refrain from any activity which affects/causes the automation of the use of the Service;
- j not use the Service in a manner which is in conflict with the law or generally accepted standards of conduct in the Internet;
- k not introduce words into the Content which are commonly considered insulting or vulgar.

## § 6. Premium Functions

- 1 The Service Provider may give Users the ability to use additional functionality within the framework of the Game for a fee, on the principles specified in this paragraph.
- 2 Additional functionality is provided through (i) the provision of the "Banknotes" service to the User for a fee paid to the Service Provider through one of the payment channels available in the Service and/or (ii) the provision of the "Banknotes" service to him/her in a manner otherwise provided for by the Service Provider (hereinafter also referred to as "**Banknotes**"). Banknotes are graphical marks provided by the Service Provider within the Service and on the principles specified in the Regulations, which enable the receipt of easier access to the other functionality of the Game within the framework of the Service. Under no circumstances do Banknotes constitute cash or electronic money in the meaning of the respective legislation.
- 3 Banknotes are made available in packages, for a fee specified at the given time within the Service, after paying the fee for the use of this service (hereinafter also referred to as "**Topping-up**"). Topping-up increases the limit of Banknotes made available to the User each time, which translates into his/her ability to benefit from a larger amount of additional functionality of the Game, during the period from the Top-up until the end of the Agreement (hereinafter referred to as the "**Active Period**").
- 4 The User may benefit from additional functionality specified in the Game up to the limit of the Banknotes made available to him/her and exclusively during the Active Period.
- 5 No User is obliged to use the Banknotes obtained as a result of Topping-up.
- 6 Banknotes are only made available during the Active Period, which means, in particular, the inability to use the Banknotes after the end of the Agreement.
- 7 When Topping-up, the User declares that he/she agrees to the start of the provision of the Banknotes service upon the payment for this service has been confirmed.
- 8 The Banknotes service ordered as a result of Topping-up is considered fulfilled by the Service Provider at the time the Banknotes are made available to the User, to his/her Account, for use in the Game.
- 9 The detailed conditions for making payments for the Banknotes service may be specified in the regulations of the intermediary entities, according to the choice and on the instructions of the User, in making payments to the Service Provider.
- 10 If the need arises to make a charge-back or similar costs arise for the Service Provider through the User's fault or as a result of a lack of coverage on a bank account, for which the User is responsible, the User shall reimburse all costs to the Service Provider which arise in this way, on the Service Provider's demand, without delay, but no later than within **7 days** of the demand.

## **§ 7. Personal Data**

- 1 The administrator of the User's personal data is the Service Provider, i.e. Ten Square Games sp. z o.o., with its registered office in Wrocław, which processes the personal data of the Users in accordance with the law, including, in particular, the provisions of the Personal Data Protection Act of 29 August 1997 consolidated text Journal of Laws of 2002, No. 101, item 926 as amended) and the Act on the provision of services electronically of 18 July 2002 (Journal of Laws No. 144, item 1204 as amended).
- 2 The Service Provider processes the User's personal data to the extent necessary to establish, form the content of the Agreement, amend, terminate and correctly perform the services provided electronically, as well as make settlements with the User.
- 3 The User is entitled to review the personal data being processed at any time, as well as to correct it and request its deletion.
- 4 The Service Provider is authorized to provide personal data exclusively to entities which are authorized under the respective provisions of the law. The Service Provider shall not illegally make the personal data available to other entities.

## **§ 8. Availability and Liability**

- 1 The Service Provider shall not be held responsible for interruptions in the Service caused by force majeure, a failure in the User's hardware and/or inadmissible User interference, which the Service Provider could not prevent despite applying due diligence.
- 2 It is admissible to temporarily restrict the ability of the Users to use the functionality of the Service arising from the changes and improvements being made to the Game. Users will be informed of technical breaks, as well as their duration. The Service Provider makes effort to ensure that the total time of the breaks referred to in the previous sentence, as well as other breaks in the operation of the Game, do not exceed **10%** per month.
- 3 The User shall be fully liable for breaking the law or damage caused by his/her actions in the Service, in particular, for providing illegal Content, disclosing trade secrecy or other confidential information, a breach of personal rights and/or an infringement of copyright and related rights.
- 4 The Service Provider shall not pre-moderate the Content or otherwise influence its content or addressees. Users sending messages (including Content), the content of which breaches the law or legally protected third party rights, may be subject to criminal or civil liability. The Service Provider shall not be held liable for claims filed with the Service Provider by third parties in connection with the publication of the Content. Only the User who published the disputed Content shall be held liable in this respect.

## **§ 9. Claims**

- 1 Claims regarding any interruption in the operation of the Service may be filed by the User by reporting them to the Service Provider at the following e-mail address **support@tensquaregames.com**. The claim should contain at least: **the User's name, login and user ID (UID)**.
- 2 Claim reports will be dealt with by the Service Provider within **14 days** of the date on which the claim is filed. However, the Service Provider reserves the right to leave claims without reviewing them if they arise from the lack of familiarity with the provisions of these Regulations or the provisions of the law.
- 3 The Service Provider reserves the right to interfere with the Account to eliminate irregularities in the operation of the Service, as well as interruptions or problems in the operation of the Account.

## **§ 10. Blocking and Removing the Account**

- 1 The User may terminate the Agreement at any time with immediate effect and without giving any reason.

- 2 The Agreement shall be terminated by the User forthwith after the receipt by the Service Provider of an appropriate request sent to the e-mail address **support@tenssquaregames.com** from the User's e-mail address specified in the Account.
- 3 After removing or blocking the Account, the Service Provider shall process the Service User's personal data to the extent specified in the Act on the provision of services electronically, in order to:
  - a make proper settlement of the services within the Service;
  - b properly end the performance of the services for the User;
  - c cover the Users with special protection.
- 4 The Agreement may be terminated by the Service Provider with a termination notice period of **14 days**. The Agreement may be terminated without notice, by removing the Account or the Service Provider may suspend its performance for the time required to clarify matters by blocking access to the Account in the case of:
  - a a breach by the User of the provisions of the Regulations and/or the applicable law;
  - b the User taking deliberate steps to the detriment of other Users, third parties or the Service Provider;
  - c the Service Provider receiving reliable information about the illegal nature of the Content and/or its related activities on the part of a given User;
  - d the receipt of official information about the illegal nature of the Content and/or its related activities on the part of a given User;
  - e the User sending content to other Users which objectively breaches good practices, in particular, slanderous or insulting content, content which otherwise breaches personal rights, as well as content which incites, encourages or instigates crimes or offences, or which harasses others.
- 5 In the event that the Account is blocked or removed by the Service Provider, the establishment of a new Account by the same User requires the prior consent of the Service Provider.
- 6 In the event that the User sends spam (unsolicited commercial information), the Service Provider reserves the right to temporarily or permanently prevent this User from sending messages within the Service.

## **§ 11.**

### **Final Provisions**

- 1 The current version of the Regulations is available at <http://tenssquaregames.com/wp-content/uploads/regulamin-letsfish-en.pdf>
- 2 In the event of a change or invalidation of any of the provisions of these Regulations as a result of a final court judgement, its remaining provisions shall remain in force and shall be binding on the Users and the Service Provider.
- 3 The Service Provider reserves the right to amend the provisions of the Regulations at any time for valid reasons, especially for technical or legal reasons.
- 4 In the event of amendments being made to the Regulations in accordance with clause 3 above, the Service Provider shall inform the Users of this by posting the consolidated text of the Regulations in the Service and in the form of an e-mail message to the given User's e-mail address.
- 5 The amendment to these Regulations shall become effective 7 days from the moment the amended Regulations are published in accordance with the provisions of clause 4 above. A User, who does not agree to the provisions of the amended Regulations may terminate the Agreement without observing the notice period, by sending a message in the manner stipulated in § 10, clause 2 above.
- 6 To the extent admissible under the applicable provisions of the law, the Parties agree that the place of provision of the services constituting the subject matter of the Agreement shall be the Service Provider's registered office. The agreement is exclusively subject to the laws of the Republic of Poland. The application of the provisions of private international law shall be excluded to the broadest admissible extent and the exclusive jurisdiction of the Polish courts is agreed.