

# Terms of Service

## by Ten Square Games SA

(also referred to as the "Terms of Service")

### § 1.

#### **Subject Matter of the Terms of Service. Service Provider**

1. The Terms of Service specify the terms and conditions of using the games which are made available online by the Service Provider in the meaning of the clause 2 below (hereinafter also referred to as the "Game" or the "Website"), as well as the terms and conditions of using the services provided by the Service Provider in the meaning of the clause 2 below (hereinafter also referred to as the Service), in connection with the Service Provider providing access to the Game, as well as its development/enhancement by the Service Provider. The Service Provider provides Games and Services without flaws. Games and services may be labelled with specific names.
2. The Service Provider is Ten Square Games SA, with its registered office in Wrocław, at ul. Długosza 60, 51-162 Wrocław, which is entered into the National Court Register - register of businesses kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under the KRS number: 0000704863, with share capital of 727.500 PLN, with tax ID (NIP) No. 8982196752, REGON statistical No. 021744780 (hereinafter also referred to as the "Service Provider" or "TSG").
3. The Terms of Service specify the rights and duties of the users of the Game and Service, 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"). This agreement was written in Polish. To the extent any translated version of this agreement conflicts with the Polish version, the Polish version controls.
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 and Services 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 (hereinafter referred to as the "User").

### § 3.

#### **Technical Requirements**

1. The Service Provider is the owner of the Website and Services.
2. In order to use the Website and Services, 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 (including 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 and Services 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 Games and Services is prohibited.
4. The User is aware that the use of Adblock or Flashblock type software may result in the incorrect operation of the Game and Services or may completely prevent their 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), as well as to receive commercial information, are able to benefit from an additional function involving the presentation of targeted advertising content to them.
6. The use of electronic services is associated with the typical threats connected with data transmission over the Internet, such as dissemination of User's details or obtaining access to them by unauthorized persons.

#### **§ 4.**

##### **Conclusion of the Agreement and User Account**

1. The use of the Game and Services 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 or at the moment of installation of the Application on User's mobile device, exclusively after the User previously reads the provisions of the Terms of Service and accepts them in whole.
2. The creation of a 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 is conducted by the User completing the electronic form made available by the Service Provider and giving the information/data specified in it, including in particular creating a password, 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, Application, 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 and Services free of charge, subject to § 6 below, solely for the personal 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 via form available on the website: <http://support.tensquaregames.com> or via contact form in the Application. In the case of User's consent referred to in Article 7(4) of the Terms of Service, the Game shall be made available to the User upon signing the Agreement. In the absence of consent referred to in the preceding sentence, access to the Game shall be provided after 14 days from the conclusion of the Agreement.

5. The User's acceptance of the Terms of Service is equivalent to making statements of the following wording:

- a. I have read the Terms of Service 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, Application 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 functionality of the Service;
- e. I agree to receive system information on the e-mail address specified in the Account, Application settings and ask that messages from the Service Provider be 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 Terms of Service and the purpose of the Service arising from the Terms of Service;
- g. I accept and agree to the Service Provider's removal of Content posted by me, which breaches the Terms of Service, 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, Application in strict confidence, in particular, not to divulge it to third parties. In the event of learning of doubts regarding unauthorized access to such data, the User should 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, Application, 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.

8. Unless the Agreement provides otherwise, for smooth communication between the Service Provider and the User, any notices, information and statements shall be made in the first instance by means of electronic communication (including the Account or e-mail, to the last e-mail address provided by the User).

## **§ 5.**

### **Use of the Game**

1. The use of the Game shall only be permitted through an Internet browser, Application 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 discrimination (racial, cultural, ethnic, religious 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 Terms of Service;
- 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 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 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 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 features

1. The Service Provider may provide the User with an ability to take advantage of additional functionalities within the Game, under the terms of this Article.

2. An additional functionality is made available by (i) providing the User with the service of granting certain graphic signs by the Service Provider, which, under the Terms of Service, shall enable easier access to other features of the Game within the Service (also referred to as the "Signs") for prepaid remuneration for the Service Provider through one of the payment channels available within the Service or by (ii) providing the User with the Signs in a different manner prescribed by the Service Provider. The Signs in any case do not constitute monetary tokens or electronic money within the meaning of the relevant provisions.

3. The Service Provider shall enable the User to order Signs (hereinafter also the "Order") in the following way, respectively:

a. Orders can be placed 24 hours a day, 7 days a week;

b. The User selects the number of Signs;

c. The user selects the mode of remuneration payment;

d. The user confirms data necessary to place the Order and perform the contract for the provision of Signs;

e. until the User starts a functionality marked with a message "Order and pay" (moment of placing the Order), the User shall have an opportunity to self-correct the data entered into the Order, in particular to edit and change them, inter alia the User shall have an ability to add / delete Signs or modify the payment method; f. The user places an Order by running functionality marked with the message "Order and pay";

g. depending on the method of payment, the User may be redirected to a website of an external payment service provider, in order to pay remuneration;

h. In response to the User's Order the Service Provider shall immediately send an electronic message to an e-mail address specified by the User, with acknowledgement of Order receipt and acceptance of the offer submitted by the User, or information about impossibility of its acceptance.

i. at the time of confirmation by e-mail that the Order has been accepted for execution by the Service Provider, the contract for the provision of Signs shall be deemed concluded, subject to payment of remuneration within 3 days of placing the Order. In the case of non-payment of remuneration within the period referred to in the preceding sentence, a contract for the provision of Signs shall be considered to be null and void, after prior summoning the User by the Service Provider, fixing an additional 7-day period for payment of the remuneration and lack of payment within the prescribed period;

j. The contract for the provision of Signs shall be concluded for a fixed period, until the use of the Signs expiry of the Active Period.

4. The Signs shall be available in packages, for a remuneration set out from time to time in the Service, after paying a fee for using this service (also referred to as the "Top-up"). The remuneration shall include all applicable taxes, in particular VAT. Top-up shall always increase the limit of Signs available to the User, which translates into the possibility of taking advantage of more additional functionalities of the Game, in the period from the Top-up to the termination of this Agreement (hereinafter the "Active Period").

a. The User may take advantage of additional features defined in the Game within the limits of Signs made available to him/her and exclusively during the Active Period. In the course of the use of the Signs their number shall decrease within the Account. After using of all the Signs the User may not take advantage of them and they are not shown in the Account.

b. The User is under no obligation to take advantage of the Signs obtained through Top-up.

c. The Signs are available only in the Active Period, which means, in particular, inability to use the Signs after termination of the Agreement.

d. Upon User's consent, referred to in Article 47(46) of the Terms of Service, the Signs are made available to the User after successful verification of payment for this service. In the absence of consent referred to in the preceding sentence, the Signs shall be provided after 14 days from the conclusion of a contract for the provision of Signs.

e. The "Signs" service shall be deemed provided by the Service Provider upon making the Signs available to the User, as part of his/her Account, for use in the Game.

5. The remuneration may be paid inter alia through a system of electronic payments accepted at a given moment by the Service Provider and presented as part of the User Account, Application, by payment card or electronic transfer.

a. If the User has paid using the payment card or by electronic transfer, through the system of electronic payments, the refund (for example, in respect of User's withdrawal from the contract for the provision of Signs) shall be made, respectively, to the payment card or bank account from which the original payment was made. The User may also agree to the refund using other means of payment than those used for the initial transaction, which will not involve any cost for him/her.

b. The detailed terms and conditions of payment for the "Signs" service may be determined in the regulations of the intermediaries, at the discretion of and on behalf of the User, in making his/her payment to the Service Provider.

## **§ 7.**

### **Withdrawal**

1. Fixation, securing, providing access and confirmation to the User of the relevant provisions of the concluded Agreement and the contract for the provision of Signs shall take place by sending an e-mail to the User.

2. The User shall have the right to withdraw from the contract for the provision of Signs or the Agreement respectively, within 14 days of its conclusion, without giving any reason and without incurring any [other] costs than provided by law.

3. In order to inform the Service Provider of withdrawal, the User must submit a statement in which he/she informs about his/her decision to withdraw. The statement may be made using a model withdrawal form attached as Appendix No 1 hereto. This does not limit the User's right to submit any other unequivocal statement in which he/she informs about his/her decision to withdraw.

4. The User, who – prior to releasing the Game – has been notified that once it is released by the Service Provider, the User shall lose the right to withdraw from the Agreement, may agree to making available the Game by the Service Provider immediately after conclusion of the Agreement. In case of User's consent referred to in the preceding sentence, he/she shall not be entitled to withdraw from the Agreement after the release of the Game.

5. In case of withdrawal from the contract for the provision of Signs the Service Provider shall reimburse all payments received from the User without undue delay, and in any case no later than within 14 days from the date on which it was informed of the User's decision to withdraw from the contract, subject to section 56 below.

6. The User who has been notified prior to the commencement of the Service that after its delivery by the Service Provider he/she will lose the right to withdraw from the contract for the provision of Signs, may give consent to full execution of this Service by the Service Provider immediately after the conclusion of the contract for the provision of Signs. In case of User's consent referred to in the preceding sentence, he/she shall not be entitled to withdraw from the contract for the provision of Signs after provision of this service.

7. Confirmation of consents given by the User referred to in sections 43 and 46 above, shall be made by e-mail sent to the e-mail address provided by the User in the registration form and within the Account.

## **§ 8.**

### **Personal Details**

1. The User's personal data made available in the Game shall be processed Ten Square Games SA in specific purposes specified in the Game and described in details in "Information about Data Processing" <https://tensquaregames.com/wp-content/uploads/ADO-EN-LH.pdf>. The User is entitled to file a complaint to a competent authority for personal data protection, access User's personal data, demand the rectification of personal data, delete, limit the processing and transfer of personal data according to the binding law.

2. The administrator of the User's personal data is the Service Provider, i.e. Ten Square Games SA, with its registered office in Wrocław, which processes the personal data of the Users in accordance with the law, including, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the provisions of the Personal Data Protection Act of 29 August 1997 (consolidated text Journal of Laws of 2016, item 922 as amended) and the Act on the provision of services electronically of 18 July 2002 (Journal of Laws of 2017 item 1219 as amended).

## **§ 9.**

### **Availability and Liability**

1. The parties shall not be liable for the delay, non-performance or improper performance of the Agreement or provision of electronic services caused by force majeure i.e. events that are objectively beyond the Parties' control, unpredictable, wars, natural disasters.

2. The Service Provider shall exercise due diligence to maintain the parameters of the Game at constant level. It is admissible to temporarily restrict the ability of the Users to use the functionality of the Service arising from the changes and improvements made to the Game. Users shall be informed of technical breaks, as well as their duration. The Service Provider shall make every 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 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.

## § 10.

### Claims

1. Claims regarding any interruption in the operation of the Website or Services may be filed by the User by reporting them to the Service Provider via email: [support@tensquaregames.com](mailto:support@tensquaregames.com) or through the Game.

2. The User may file a complaint in any form. In order to accelerate complaint procedure, the complaint should include at least the following: first name, last name, user name and user ID (UID).

3. Claim reports will be dealt with by the Service Provider within 14 days of the date on which the claim is filed.

4. The Service Provider reserves the right to interfere with the Account, Application to eliminate irregularities in the operation of the Service, as well as interruptions or problems in the operation of the Account, Application.

5. In case if the User does not agree with the decision of the Service Provider concerning the complaint, he/she may also use non-judicial means of dealing with complaints and claiming damages, e.g. by submitting a relevant application to the appropriate Regional Inspectorate of Commerce.

## § 11.

### 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 email address: [support@tensquaregames.com](mailto:support@tensquaregames.com) or sent via the game from the User's e-mail address specified in the Account.

Upon termination of the Agreement, the Service Provider shall delete the Account. The User shall lose the access to the Account and/or the Application. As a result, User's personal data entered in the Account or Application, shall be deleted. Ten Square Games SA however reserves the right to store personal data entered by the User for the purpose to pursue any possible claims connected with the User's use of the Game and to fulfil the obligations under the legal regulations, to make such personal data available to competent authorities and in other legally regulated cases.

3. After the User loses access to 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:

1. make proper settlement of the services within the Service;

2. properly end the performance of the services for the User;



3. cover the Users with special protection.

b. The Agreement may be terminated by the Service Provider with a termination notice period of 14 days for the following important reasons:

a. change in the laws governing provision of electronic services by the Service Provider affecting mutual rights and obligations set out in the Agreement concluded between the User and the Service Provider or change in the interpretation of such laws as a result of court rulings, decisions, recommendations or guidelines of the authorities or bodies competent in the relevant field;

b. change in the means of provision of services and the Service caused solely by technical or technological developments;

c. changes in the scope or the provision of services and the Service, to which the Terms of Service apply, through introduction of new or withdrawal of the existing functionalities by the Service Provider;

d. change in the means of provision of services and the Service due to a change in the contracts or regulations of entities cooperating with the Service Provider, due to changes in the laws governing their activities, affecting mutual rights and obligations set out in the Agreement concluded between the User and the Service Provider or change in interpretation of such laws as a result of court rulings, decisions, recommendations or guidelines of the authorities or bodies competent in the relevant field.

4. The Agreement may be terminated without notice 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 Terms of Service 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 or its related activities on the part of a given User;

d. the receipt of official information about the illegal nature of the Content 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 the agreement is terminated by the Service Provider for reasons mentioned in the section 5 above, 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.

## **§ 12.**

### **Final Provisions**

1. The current version of the Terms of Service is available at <https://tensquaregames.com/wp-content/uploads/Terms-of-Service-EN-LH.pdf>

2. The Terms of Service and appendices thereto are a standard contract within the meaning of Article 384(1) of the Civil Code.

3. The Service Provider reserves the right to change the Terms of Service at any time in case of at least one of the important reasons indicated below:

a. change in the laws governing provision of electronic services by the Service Provider affecting mutual rights and obligations set out in the Agreement concluded between the User and the Service Provider or change in the interpretation of such laws as a result of court rulings, decisions, recommendations or guidelines of the authorities or bodies competent in the relevant field;

b. change in the means of provision of services and the Service caused solely by technical or technological developments;

c. changes in the scope or the provision of services and the Service, to which the Terms of Service apply, through introduction of new or withdrawal of the existing functionalities by the Service Provider;

d. change in the means of provision of services and the Service due to a change in the contracts or regulations of entities cooperating with the Service Provider, due to changes in the laws governing their activities, affecting mutual rights and obligations set out in the Agreement concluded between the User and the Service Provider or change in interpretation of such laws as a result of court rulings, decisions, recommendations or guidelines of the authorities or bodies competent in the relevant field.

4. In the event of amendments being made to the Terms of Service in accordance with clause 23 above, the Service Provider shall provide the Users with the consolidated text of the Terms of Service which the Parties consider as introduction of information about the change to electronic means of communication in such a way that the User could get acquainted with its contents.

5. The amendment to these Terms of Service shall become effective 7 days from the moment the amended Terms of Service are published in accordance with the provisions of clause 4 above. A User, who does not agree to the provisions of the amended Terms of Service may, until they become effective, terminate the Agreement without observing the notice period, by sending a message in the manner stipulated in § 11, 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.

7. Appendices mentioned in the Terms of Service are an integral part of the Agreement.

8. Upon the date of their entry into force, the Terms of Service shall replace all the previous **provisions of the Service Provider within the scope of the Terms of Service.**

## Appendices:

### Model statement of withdrawal

Model withdrawal form

(This form must be completed and returned only if the User wishes to withdraw from the contract)

– Addressee:

Ten Square Games SA  
ul. Długosza 60,

51-162 Wrocław Poland

e-mail: [support@tensquaregames.com](mailto:support@tensquaregames.com)

– I / We (\*) hereby inform (\*) of my / our withdrawal from the contract of sale of the following items (\*) the contract of supply of the following items (\*) the contract for specific work consisting in performance of the following items (\*) / provision of the following services (\*)

– Date of the contract (\*) / acceptance(\*)

– Name and surname of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only if this form is sent on paper)

– Date

(\*) Delete as appropriate.