

Terms of Service by Ten Square Games

These Terms of Service govern the relationship between you and **Ten Square Games S.A.** with its registered office in Wrocław, at ul. Długosza 60, 51-162 Wrocław, 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: 0000704863, with share capital of 724 124,50 PLN (fully paid up), with tax ID (NIP) No. 8982196752, REGON statistical No. 021744780 and constitute an agreement on the provision of services provided electronically (hereinafter referred to as the **"Agreement"**).

These Terms of Service shall apply accordingly to your relationship with:

Play Cool Zombie Sport Games sp. z o.o. with its registered office in Wrocław, at ul. Długosza 60, 51-162 Wrocław, 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: 0000580667, with share capital of 5.000 PLN, with tax ID (NIP) No. 8982214450, REGON statistical No. 362748821;

Tiny Dragon Adventure Games sp. z o.o. with its registered office in Wrocław, at ul. Długosza 60, 51-162 Wrocław, 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: 0000634216, with share capital of 5.050 PLN, with tax ID (NIP) No. 8982223710, REGON statistical No. 365263544;

Fat Lion Games sp. z o.o., with its registered office in Wrocław, at ul. Długosza 60, 51-162 Wrocław, 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: 0000704592, with share capital of 5.000 PLN, with tax ID (NIP) No. 8982238999, REGON statistical No. 368774363;

all part of the Ten Square Games S.A. Capital Group (hereinafter together referred to as **"Ten Square Games"**, **"TSG"** or **"Us"** or **"We"**) regarding your use of Ten Square Games mobile and online services in the form of our mobile and web-based applications (the **"Applications"**), our website (www.tensquaregames.com) and its subdomains (the **"Website"**) or presence on third party websites or apps (the **"Third Party Platforms"**) and other platforms, websites products, offers and services that we offer from time to time, all of which together we refer as **"Services"** or the **"Service"**.

Before accessing or using the Service you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account in the Service (an **"Account"**).

If you access the Service from a Social Networking Site, such as Facebook, or from other Third Party Platforms (Google, Apple), you shall comply with its Terms of Service/use as well as these Terms of Service.

IF AT ANY POINT YOU DO NOT AGREE TO ANY PORTION OF THE THEN-CURRENT VERSION OF OUR TERMS OF SERVICE YOU ARE ENTITLED TO TERMINATE THE AGREEMENT AND STOP USING SERVICES.

§1

[OWNERSHIP OF RIGHTS AND LIMITATION OF USE]

1. Ten Square Games is the sole owner of the Service.
2. All rights, title and interest in and to the Service and its elements (including without limitation any Game, its concept, themes, objects, characters, character names, stories, dialogue, catch phrases, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, documentation, in-Game chat transcripts, character profile information, recordings of Games played using a Ten Square Games game client, and the Ten Square Games game clients and software as well as any logo, elements of the graphical design, trademarks, software and database, text, information, documents, statements, images, photographs, designs and other material and content, graphics, interactive features, video and audio if any displayed and/or used on or in connection with our Services together with all underlying elements of our Website or Applications, including but not limited to, any source code, object code and other sets of statements or instructions that relate to the operation or functions of the Website or Applications) are legally protected. Ten Square Games reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its Service.
3. The names of other companies or products or services referenced by our Service may be the trademarks or service marks of their respective owners.
4. Nothing in these Terms of Service shall convey to you any ownership interest in any trademarks, service marks, trade names, copyrights or other intellectual property or proprietary rights in our Services or its elements. You may not use our Services except as expressly permitted by these Terms of Use. All other access to and use of our Services requires the prior written consent of Ten Square Games.

§2

[LICENSE]

Subject to your agreement and continuing compliance with these Terms of Service, Ten Square Games grants you a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access and use the Service for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose. License expires upon termination of the Agreement.

§3

[RESTRICTIONS ON THE USE OF SERVICES]

Any use of Services in violation of these restrictions is prohibited, can result in suspending or blocking of Account together with/or other Services rendered by TSG (Games, User Forums) or terminating the Agreement. You agree that you will not, under any circumstances:

- a) make use of Ten Square Game's Support Services which does not comply with nature or extent of that Service especially by making an enquiry concerning other users such as their personal data, game scores etc.;
- b) use or take part (directly or indirectly) in the use of cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service;
- c) modify or cause to be modified any files that are a part of the Service without Ten Square Games' written consent;
- d) disrupt, interfere with or otherwise adversely affect the normal flow of the Service or otherwise act in a manner that may negatively affect other users' experience when using the Service. This includes win trading and any other kind of manipulation of

- rankings, taking advantage of errors in the Service to gain an unfair advantage over other players and any other act that intentionally abuses or goes against the design of the Service;
- e) disrupt, overburden, aid or assist in the disruption or overburdening of any computer or server used to offer or support the Service;
 - f) institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service, attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service;
 - g) attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, servers, or networks connected to the Service by any means other than the user interface provided by Ten Square Games, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is a part of the Service;
 - h) post any Content that infringes the law, is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
 - i) attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including Ten Square Games employees, including Ten Square Games' customer service representatives;
 - j) make available through the Service any Content that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Ten Square Games employee;
 - k) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service or to obtain any information from the Service using any method not expressly permitted by Ten Square Games;
 - l) solicit or attempt to solicit Login Information or any other login credentials or personal information from other users of the Service;
 - m) distribute spam (unsolicited commercial information);
 - n) conduct commercial, advertising or promotional Content with the exception of individual arrangements with Ten Square Games under which it has been agreed otherwise;
 - o) send the same message repeatedly or many different messages in very short time intervals (flooding);
 - p) abusing third party's (such as Apple, Google) refund policy by making regular and frequent queries for refunds or by continuation of using Features despite receiving a refund.

§4

[USER OF THE SERVICES]

1. Services may be used only by a natural person acting in purposes not related to his/her business or occupational activities, who at the time of registration of Account is over 18 years old or having reached maturity according to the applicable law of his/her place of residence and has full capacity to conduct legal transactions (the "User").
2. By accepting these Terms of Service and accessing Services, you affirm that you are over 18 years old or have reached maturity according to the applicable law of your residence and have full contractual capacity.
3. You acknowledge that Services may include Content which is intended strictly for mature Users, therefore your usage of Services is on your own responsibility and at your own risk.

§5

[PERSONAL DATA]

1. Ten Square Games 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 10 May 2018 (consolidated text of Journal of Laws of 2018, item 1000 as amended) and the Act on the provision of services electronically of 18 July 2002 (Journal of Laws of 2017 item 1219 as amended).

2. Accessing and making use of Services may require you to provide TSG with personal information that is collected, used and disclosed in accordance with TSG's Privacy Policy. The Privacy Policy is available at <https://tensquaregames.com/wp-content/uploads/PRIVACY-POLICY.pdf>

§6

[TECHNICAL REQUIREMENTS TO USE THE SERVICES]

1. Access to Services requires hardware including a computer or mobile device with a current operating system (Microsoft Windows, macOS– for computers, Android, iOS – for mobiles), web browser which accepts cookie-type files and an Internet connection. The types of browser supported include, in particular, Google Chrome, Mozilla Firefox and Internet Explorer - the latest versions. The proper operation of the Game and Services may require installation of plug-ins and for registration you will need an e-mail address.
2. For reasons that include, without limitation, system security, stability, and multiplayer interoperability, Ten Square Games may need to automatically Update or otherwise enhance Services and accordingly, technical requirements to use Services may change over time. You consent to such automatic updating.
3. Ten Square Games does not warrant that you will be able to access or use Services at the times or locations of your choice.
4. You are solely responsible for any costs you incur to access the Service through the Internet, wireless or other communication service, such as any fees for web browsing, messaging, and data usage on an Internet provider's or wireless carrier's network.

§7

[SERVICES]

Under these Terms of Service, Ten Square Games may provide the User with the following Services:

- a) User Account;
- b) Games;
- c) Features;
- d) User Forums;
- e) Support Services.

§8

[ENTERING INTO, DISSOLVING AND PERFORMING THE AGREEMENT]

1. Agreement for using a Service is entered into:
 - a) for an Account, a Game and a User Forum – at the moment the Account is created and the User gets the possibility to play a Game and use the User Forum;
 - b) for Features – at the moment of confirmation of User's Purchase Order;
 - c) for Support Services – at the moment the User contacts TSG by sending a message through the Website by using the "Support" tab and for registered Users - at the moment the Account is created and the User gets the opportunity to

- contact TSG through his/her Account.
2. Agreement terminates - for an Account, a Game and a User Forum – at the moment of deleting an Account by TSG.
 3. Agreement is considered executed by TSG:
 - a) for provision of Features - at the moment, the ordered Features are made available for a User to use within a Game;
 - b) for Support Service – at the moment User receives a complete answer or solution for his/her query.

§9

[ACCOUNT]

1. Use of Services may require you to register a User Account with TSG directly or with a third party, such as Facebook, Google or Apple (each, an “**Account**”).
2. Direct registration is made by completing the electronic form and giving the data specified in it, including in particular e-mail address. After verification of a given e-mail address by sending a verification link, the Account is created and at this point the Agreement between you and Ten Square Games is concluded.
3. If you register with a Third Party Platform, the Account is created right after verification of your profile and logging in with that Third Party Platform and at this point the Agreement between you and Ten Square Games is concluded.
4. Direct registration requires you to select a user name and a password (“**Login Information**”). You may change the user name and a password at any time within your Account.
5. Ten Square Games reserves the right to remove or reclaim any usernames at any time on the grounds of violation of law, public morality or these Terms of Service, especially if the username is of obscene, offensive or discriminatory nature.
6. You are responsible for maintaining the confidentiality of the Login Information. You shall not share the Account or the Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Ten Square Games and modify your Login Information.
7. You are not allowed to use an Account belonging to another User.
8. TSG assumes no liability for any damages or losses suffered by the User as a result of their Account or password being used by someone else for reasons attributable to the User.
9. Any questions concerning unauthorized use of your Account may be emailed to TSG through the Website by using tab “Support” or through your Account by using the “Help” tab.
10. Each User may only have one Account at one time.
11. You shall not (or attempt to) purchase, sell, rent or give away your Account, create an Account using a false identity or information, or on behalf of someone other than yourself.
12. Within the Account you may make purchases and payments. You represent that you are permitted to use the method of payment associated with your Account. You are bound by any use of your Account, including payments and purchases.
13. Within the Account you may store some information, in particular regarding the course of game, as well as graphics which identifies you (hereinafter also referred to as the “**Avatar**”), comments and statements in the tools provided by TSG (hereinafter also referred to as the “**Content**”).
14. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of TSG. Ten Square Games has a right to log in and operate within Account if it

is necessary to exercise its ownership rights, as well as for security reasons, or to provide proper provision of Services or to delete Content which infringes the law, public morality or these Terms of Service.

§10

[GAMES]

1. Ten Square Games provides Users with games available via Applications (“**Games**”).
2. To play a Game you need an Account which authorizes you to use Games free of charge.
3. TSG may patch, update or modify the Games (each, an “**Update**”). Updates may especially but not only develop images, scenarios, features of the Game, or may modify its concept, themes, objects, characters, character names, stories, dialogue, catch phrases, artwork, animations, sounds, musical compositions, audio-visual effects or methods of operation. We reserve the right to temporary suspension of provision of a Game during Updates, provided that we shall use best efforts to restore a Game as soon as possible. We inform Users about any planned Updates and interruptions in good time.
4. You acknowledge TSG’s right to Update and understand that a Game is an evolving product which may change over time (e.g. change in image, scenarios etc.) and some features of a Game may be added, deleted, modified or replaced. TSG informs Users about every change which may have impact on using a Game, especially changes concerning Features. The information is sent to Users in good time, but not later than 14 days prior to the change.
5. You are not authorized to Update the Game, including correcting any possible errors. Any bugs found, should be reported forthwith to the Ten Square Games by using its Support Services.
6. Detailed descriptions of a Game, its rules and Features are set out within a Game.
7. Ten Square Games reserves the right to cease providing a particular Game due to fiscal or economic reasons or due to a company development strategy. In that situation TSG will make its best effort to inform Users about any of such decisions in good time and will undertake the termination procedure as set forth in §20.

§11

[ADDITIONAL FEATURES OF THE GAME]

1. Additional Features of a Game are special options within a Game made available for Users. Additional Features include in particular: in-Game items, in-Game upgrades and virtual currency (“**Game Currency**”; collectively “**Features**”). Additional Features may vary, depending on a Game.
2. Features of the Games may be a) won during gameplay b) granted by TSG free of charge c) purchased and subject to a fee, which can change over time (higher, lower or both).
3. Applicable fees are displayed in a Game in connection with the respective Feature. Fees include all applicable taxes, in particular VAT.
4. Ten Square Games reserves the right to change the pricing for Features offered in a Game at any time.
5. Features can be purchased for real money, granted by TSG or won during gameplay, but they have absolutely no cash value. Game Currency is entirely non-transferrable and has no actual value.
6. Features may never be redeemed for actual monetary instruments, goods or other items of monetary value from Ten Square Games or any other party. It may only be used within a Game and in accordance with Game’s rules. If the rules of a Game provide that you can use Features (especially Game Currency) to purchase other Features (especially in-game items or upgrades) within a Game, such purchase does not constitute the real world transaction. Ten Square Games shall have no liability for

such transactions other than as for the performance of Game Services.

7. You agree not to sell, trade, redeem or otherwise transfer Features to any person or entity, including but not limited to another User or any third party, or in any other way cash out or exchange the Features for real money or for any real goods.
8. Any Feature you purchase, win during gameplay or is granted to you by TSG, is licensed to you on a limited, personal, non-transferable and non-sublicensable basis and only for non-commercial use in a Game.
9. You may pay for Features using the methods available in the Applications, which may include payment by your credit card, electronic bank transfer or via your Apple, Google, or other similar accounts. To make a payment you might be asked to agree to the terms and conditions applicable to each payment method you choose, including any additional payment processing fees which may be applicable. TSG is not a payment provider and is not responsible or liable for any issues related to the services provided by the payment provider to you in connection with the purchase. More about payments you will find under §13.
10. Ten Square Games is not responsible for any Feature that is spent, lost, damaged, deleted or used inappropriately by a User, or for Gameplay interruptions or premature game termination caused by external factors, which are not attributable to Ten Square Games, that result in Features being spent, lost, damaged, deleted or used inappropriately.
11. Ten Square Games has a right to manage, regulate, modify, control or eliminate Features at any time as a part of an Update. Such Updates may concern Features available for purchase within a Game or/and Features already purchased by a User and during their Active Period, as defined in §12(10). Ten Square Games will inform Users about such changes (especially what and when will change) in good time, but not later than 14 days prior the change, so as to provide Users, who purchased and did not benefit Features, with the possibility of using them up. At Ten Square Games discretion, we may offer a refund or exchange for Features being managed, regulated, modified, controlled or eliminated, by providing Users with new or other Features within a Game. After the date of an Update and subject to the fulfillment of abovementioned obligations, TSG will have no liability to provide any refunds for managed, regulated, modified, controlled or eliminated Features.

§12

[PURCHASE ORDERS FOR FEATURES]

1. Purchase Orders for Features may be placed 24 hours a day, 7 days a week.
2. The User selects the kind and the number of Features he/she wants to buy and the method of payment.
3. Before making an Order, the User is informed about the Feature he/she orders with short description and total fee he/she has to pay.
4. The User is required to make an advance payment for the Purchase Order.
5. It is possible to modify the Purchase Order until it has been confirmed by using "Order and pay" web-button.
6. User may be redirected to a website of external payment service provider to make a payment upon his/her choice of payment method.
7. Purchase Order constitutes an offer made by User to TSG which refers to provision of Features.
8. TSG accepts an offer by sending a confirmation e-mail to the User's email address or/and confirms the transaction by using communication tools available within a Game.
9. The Service of Features is deemed performed by TSG at the moment of supplying the User with Features within his/her Account.
10. After supplying the User with Features, he/she may use it in a Game at any time, but no later than until the date of termination or date of withdrawal of Agreement for

provision the Game (“**Active Period**”).

§13

[PAYMENTS]

1. You represent that you are authorized to use the payment method you use and that any payment information you provide is true and accurate.
2. You authorize us and/or the applicable payment provider to charge you for the Service using your payment method. You must promptly update all billing information to keep it current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us and the applicable payment provider if your credit card is canceled, lost or stolen or if the security of your payment method has otherwise become compromised.
3. Any applicable fees are payable in advance and – after provision of Services by Ten Square Games are – in principle – non-refundable in whole or in part. In particular, any payment for Features, after Features was supplied by TSG, is – in principle – final and non-refundable.
4. Since every payment method available for Users requires transfer authorization, which is individual and assigned to the User, we consider every payment which comes out from User’s Account or User’s mobile device as made by the User, unless we were informed before such transfer about the suspected or actual break of security.
5. When purchasing our Services via Third Party Platforms (e.g., App Store, Google Play), the transaction is proceeded by this Third Party and is under its terms and conditions. Therefore we may be provided with very limited information regarding your purchases. We do not have any impact on the transaction and may not be able to provide you with information as to your purchase history as you might expect that we would be able to do so.

§14

[USERS FORUMS]

1. Users Forum is any area, site or feature offered as part of an Account or a Game (including without any limitation discussion forums, message boards, blogs, chats, or personal messaging features) that enables Users to upload, submit, post, display, perform, distribute and/or view User Content and/or to communicate, share or exchange User Content with other Users.
2. To use Users Forums you need to have an Account.
3. You acknowledge that Users Forums, and features contained therein, are for public and not private communications. You further acknowledge that anything you upload, submit, post, transmit, communicate, share or exchange by means of any Users Forum may be viewed by other Users, and therefore, you have no expectation of privacy with regard to any such submission or posting.
4. Ten Square Games cannot guarantee that other Users will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or do not want others to use, do not post it in the Service. Ten Square Games shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.
5. You are solely responsible for the User Content you upload, submit, post, transmit, communicate, share or exchange by means of any Users Forum and for the consequences of submitting or posting same.
6. Ten Square Games is the administrator and moderator of Users Forums and reserve the right to control the posted Content. Ten Square Games may delete, modify or transfer any User Content in the Forum if it is of obscene, offensive or discriminatory nature or violates the law or these Terms of Service, is off-topic (OT), repetitive or

contains only emoticons. Ten Square Games may give the User a warning if the Content he/she submitted does not comply with here given principles. On the same grounds, TSG may close topics.

7. Users may communicate via forums, groups etc. provided by Third Party Platforms such as Facebook or Twitter. Such forums are beyond scope of TSG's services and subject to Third Party Platforms terms and conditions.

§14

[SUPPORT SERVICES]

1. Ten Square Games provides Support Services for Users.
2. You may contact Ten Square Games for Support Service through the Website by using the "Support" tab or through your Account by using the "Help" tab.
3. Support Service is free of charge and available regardless of registering an Account.
4. The subject of the query may be any aspect of provision Services by Ten Square Games, especially (but not limited to):
 - a) no access to the Game or the Account;
 - b) technical problems within the Game or the Account;
 - c) problems with payment transfer.
5. We make an effort to give a respond as soon as possible.

§16

[USER CONTENT]

1. "**User Content**" means any communications, images, sounds, and all the material, data, and information that you upload or transmit through the Service, or that other Users upload or transmit, including without limitation any chat text.
2. By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is:
 - a) not confidential or misleading;
 - b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content;
 - c) free of viruses, adware, spyware, worms or other malicious code.
3. Ten Square Games assumes no responsibility for the conduct of any User submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate Content or conduct.
4. Your use of the Service is at your own risk. By using the Service, you may be exposed to User Content that is offensive, indecent or otherwise not in line with your expectations.
5. You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others.
6. In the event that the User sends spam (unsolicited commercial information), Ten Square Games reserves the right to temporarily or permanently prevent this User from sending messages within the Service.

§17

[LICENSE TO TEN SQUARE GAMES]

1. You hereby grant to Ten Square Games an irrevocable, perpetual, transferable, royalty-free, worldwide license (including the right to sublicense and assign to a third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter

- into computer memory and Internet network, and use and practice, in any way, your User Content as well as all modified and derivative works thereof.
2. You commit not to exercise rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner.
 3. Ten Square Games does not claim any ownership rights in your User Content and nothing in these Terms of Service is intended to restrict any rights that you may have to use and exploit your User Content. Ten Square Games has no obligation to monitor or enforce your intellectual property rights in or to your User Content.

§18

[USERS INTERACTIONS]

You are solely responsible for your interactions with other Users of the Service and any other parties with whom you interact through the Service. Ten Square Games reserves the right, but has no obligation, to become involved in any way with these disputes. At the same time, Ten Square Games disclaims any perceived, implied or actual duty to monitor disputes between Users.

§19

[TERMINATION OF SERVICES BY THE USER]

1. You may terminate Services at any time with immediate effect and without giving any reason.
2. To terminate Services you should contact Us by sending a message through the Website by using tab "Support or through your Account by using tab "Help".
3. Upon termination of the Services, Ten Square Games shall delete the Account.

§20

[SUSPENSION AND TERMINATION OF SERVICES BY TSG]

1. Services may be terminated by Ten Square Games with a termination notice period of 14 days for the following important reasons:
 - a) change in the laws governing provision of electronic services affecting mutual rights and obligations of Ten Square Games and the User set out in Terms of Service 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, and any other change in the law affecting relationship between Ten Square Games and its Users;
 - b) change in the means of provision of Services or change of Services provided by TSG caused by technical or technological developments;
 - c) changes in the scope or provision of Services caused by introduction of new or withdrawal of the existing functionalities by Ten Square Games;
 - d) cessation of providing a particular Game due to a fiscal or economic reasons or due to a TSG's development strategy;
 - e) change in the means of provision of Services due to a change in the contracts or regulations of entities cooperating with Ten Square Games;
 - f) breach of the provisions of these Terms of Service, especially Service restrictions as described in § 3 or breach of applicable law by the User whilst or regarding to use of Services.
2. Ten Square Games may suspend the Account in the event of suspected:
 - a) breach of the provisions of these Terms of Service, especially Service restrictions as described in § 3 or breach of applicable law by the User whilst or regarding to

- use of Services;
- b) User's deliberate actions to the detriment of other Users, third parties or Ten Square Games.
3. Ten Square Games may suspend the Account for time required to determine grounds of the above-mentioned situations but no longer than for 14 days.
 4. Ten Square Games may block the Account and terminate Services with a termination notice period of 14 days for the following important reasons:
 - a) breach of Terms of Services especially Service restrictions as set forth in § 3 or breach of applicable law by the User whilst or regarding to use of Services;
 - b) deliberate actions to the detriment of other Users, third parties or Ten Square Games.
 5. After termination, the User shall lose the access to the Account together with User name and persona in the Service, as well as any benefits, privileges, earned or purchased Features items and purchased items associated with User's use of the Service, Features included. Ten Square Games is under no obligation to compensate for any such losses or results.
 6. Ten Square Games reserves the right to refuse provision of Services to the User, with whom TSG terminated the Agreement for the reason of User's actions.

§21 [COMPLAINT PROCEDURE]

1. You may file a complaint with regard to the Services you have received or believe you should have received from TSG ("**Complaint**").
2. You may file a Complaint by sending a message through the Website by using tab "Support" or through User's Account by using tab "Help".
3. Complaint should at least involve your user name, user ID (UID), e-mail address, circumstances justifying Complaint and indication of a proposed resolution.
4. Ten Square Games handles and answers Complaints as soon as possible and not later than within 30 days since Complaint was filed.
5. TSG sends the response to a complaint to User's e-mail address if provided. Otherwise TSG uses other means of communication with a User, especially within the Account.
6. In order to comply with obligations under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), TSG informs about the website of the European Commission's entity for online dispute resolution for consumer disputes available under the following link: <https://webgate.ec.europa.eu/odr/>.
7. Ten Square Games has not committed to use ADR entities to resolve disputes with consumers. If you are not satisfied with response or resolution of a Complaint you may file a lawsuit to a competent court.

§22 [RIGHT OF WITHDRAWAL]

1. The User shall have the right to withdraw from the Agreement (which applies to the Agreement both in the respect to creation of Account and provision of a Game within it and provision of Features) within 14 days of its conclusion, without giving any reason and without incurring any [other] costs than provided by law.
2. The User may withdraw from an Agreement by serving Ten Square Games a notice of withdrawal. The notice can be submitted using the 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.
3. The statement should involve information necessary to identify User and the Agreement, at least user ID (UID), e-mail address and the type of an Agreement together with a date of conclusion of an Agreement.

4. The notice of withdrawal shall be submitted through our Website by using the “Support” tab and through the Account by using the “Help” tab.
5. The time limit shall be considered observed if the notice is sent before the time limit ends.
6. In the event of withdrawal, the Agreement is considered as non – concluded. TSG 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 TSG was informed of the User's decision to withdraw from the Agreement.
7. The User who has been notified prior to the commencement of the Service (which applies both to the Service of provision of Account and the Game within it and provision of Features) that after its delivery, he or she will lose the right to withdraw from the Agreement, may give his or her consent for the complete implementation of the Service immediately after the conclusion of the Agreement. Provided that consent, the User is not entitled to withdraw from the Agreement, if the Service has already been delivered by TSG.
8. Ten Square Games informs that when a User accesses the Services by using Third Party Platform (for instance when downloads a mobile application from AppStore or Google Play), such access is subject to that Third Party (accordingly Apple or Google) regulations, right of withdrawal included.

§24 [NOTICES]

1. Unless these Terms of Service provide otherwise, communication between Ten Square Games and the User (any notices, information and statements) shall be pursued by electronic means of communication.
2. User may contact Ten Square Games through the Website by using the “Support” tab or through the Account by using the “Help” tab.
3. Ten Square Games may contact a User via e-mail address if provided and via communication channels available within the Account, which you acknowledge and agree for by accepting these Terms of Service.
4. Ten Square Games provides a User with information required by law, by sending to the User's e-mail address attached to the Account. If Ten Square Games has not received User's e-mail address (especially when the User benefits Services via Third Party Platforms) or User's e-mail address has been voided, cancelled or it is not possible to contact with the User by e-mail with other reasons, Ten Square Game provide User with relevant information through User's Account.

§25 [SEVERABILITY]

You and Ten Square Games agree that if any portion of these Terms of Service is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

§26 [NO WAIVER]

1. The failure of Ten Square Games to require or enforce strict performance by you of any provision of Terms of Service or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Ten Square Game's right to assert or rely

- upon any such provision or right in that or any other instance.
2. Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Ten Square Games shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Ten Square Games.

§27
[FORCE MAJEURE]

Ten Square Games or the User shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Ten Square Games or the User, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Ten Square Games or the User's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

§27
[AMENDMENTS TO TERMS OF SERVICE]

1. Ten Square Games reserves the right to amend 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 affecting mutual rights and obligations of Ten Square Games and the User set out in Terms of Services 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, and any other change in the law affecting relationship between Ten Square Games and its Users;
 - b) change in the means of provision of Services or change of Services provided by TSG caused by technical or technological developments;
 - c) changes in the scope or provision of Services caused by introduction of new or withdrawal of the existing functionalities by Ten Square Games;
 - d) change in the means of provision of Services due to a change in the contracts or regulations of entities cooperating with Ten Square Games.
2. Ten Square Games shall inform Users about amendments and provide them with the consolidated text of Terms of Service by uploading it on the Website and – for Users with the Account - by sending it to their e-mail addresses attached to Accounts or making it available within the Account. If Ten Square Games has not received User's e-mail address (especially when the User benefits Services via Third Party Platforms) or User's e-mail address has been voided, cancelled or it is not possible to contact with the User by e-mail with other reasons, Ten Square Game provide User with consolidated text of Terms of Service through User's Account.
3. The amendment to Terms of Service shall become effective in 7 days since notifying to Users, unless other term is indicated by TSG, but each time not less than 7 days since notifying. If you do not agree with the amended Terms of Services, you are entitled to terminate the Agreement without observing the notice period until the amended Terms of Service become effective, by sending a message through the Website by using the "Support" tab or through your Account by using the "Help" tab.

§29
[FINAL PROVISIONS]

1. The current version of the Terms of Service is available at: <https://tensquaregames.com/wp-content/uploads/Terms of Service.pdf>.
2. To the extent admissible under the applicable provisions of law, the Parties agree that the place of provision of the services constituting the subject matter of the Agreement shall be the TSG's registered office.
3. The Agreement is exclusively subject to the laws of the Republic of Poland.
4. 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.
5. These Terms of Service is concluded in English and Polish. In case of a discrepancy between language versions, the Polish language text shall prevail.
6. Upon the date of their entry into force, the Terms of Service shall replace all the previous provisions of Ten Square Games within the scope of the Terms of Service.

Appendix no 1

Model statement of withdrawal Model withdrawal form

(This form shall 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

– I / We (*) hereby inform (*) of my / our withdrawal from the contract of provision of the following services

– Date of the contract

– Username and User ID

– E-mail address of the User(s)

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

– Date (*)

Delete as appropriate