

1. Information on the rules

1.1 The provisions of the rules regulate the legal issues between the User and the company ACTION GAMES LAB S.A. with its registered office in Warsaw at ul. Jana Kazimierza 46/54: registered in the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, Commercial Division of the National Court Register under KRS number 0000531168 (the Company) in the scope of games and applications (the Product) owned by the Company, which are made available via the website App Store, Google Play, Amazon Kindle, and all services which are or may be connected with the Company's Products. The User agrees that by gaining access to the Product or using it, they accept these terms and conditions of privacy protection stipulated in clause 10 below.

1.2 The User represents that they are at least 18 years old and have full legal capacity, and have familiarised themselves with these rules and accepted them without objections.

1.3 The User is entitled at any time to familiarise themselves with the terms and conditions of the rules via the website <http://actiongameslab.com>. The Company reserves the right to introduce amendments to the rules in accordance with clause 14 below, and by continuing to use the Products, the User confirms the acceptance thereof.

2. Information on gaining access to the Products and their use

2.1 Certain rules of using the Products, the rules of obtaining the Products, control procedures and instructions for each of the Products are determined in each Product separately. The scope of procedures referred to in the sentence above constitutes a part of these rules, which the User is obliged to observe. The abovementioned obligation is applicable for each Product to which the User gains access or which is used by the User.

2.2 The User bears responsibility for the correct access and Internet connection, and they are obliged to bear all fees necessary to maintain connection in a mobile telephony network, which they are obliged to bear in order to be able to use the Product. The User is obliged to familiarise themselves with the rules of the provision of services by their mobile network operator and the price list of these services in order to possess knowledge in the scope of Internet connection fees, before they start using the Product.

2.3 The Company is entitled to change the Products in whole or in part, and to withdraw any number of the Products. In the case referred to above, the Company shall be indemnified against liability to the User:

- for technical reasons (such as our technical problems or technical problems with the Internet);
- in order to improve the level of user satisfaction;
- in cases in which we have legal grounds (including in cases related to privacy protection or legal reservations regarding the content or execution of our Games);
- because the provision of a given Game has no sense from the point of view of our activity; or
- because we have changed the services provided.

2.4 The Company stipulates that access to Products may be limited in part or in whole or in any period for technical reasons or because of the necessity to perform maintenance, regardless whether such actions were planned by the Company beforehand, or not.

3. Accounts

3.1 The User is obliged to take actions necessary to protect their profile and password, and keep them confidential. The User undertakes not to provide the password to their profile to a third party, and not to let anyone use their username, password, or their account. In these terms and conditions, all

references to the username, password or "account" include the account for each social network or platform which the user allows to connect with the Products.

3.2 In the case when the User does not maintain the confidentiality of their logging data or if they provide their logging data or accounts to another person deliberately or unintentionally, the User indemnifies the Company and assumes full liability for the consequences of such actions (including purchases made by unauthorised third persons who will use the User data necessary to correctly log in with the use of their data) and undertakes to compensate the Company in full for all losses or damages which may result therefrom.

3.3 The Company is indemnified against liability to the User for the loss incurred by the User due to an unauthorised person gaining access to the account or using the Product. The User also indemnifies the Company against liability for all losses or damages incurred due to unauthorised use which occurred as a result of fraud or otherwise.

3.4 The Company has a right to delete the User account, if there has not been any activity in it for a minimum of 180 days. In such case, the User will not be able to further gain access to any Virtual Money or Virtual Goods (as defined below) related to that account nor use it/them, and they will not receive a refund.

3.5 The User acknowledges that if they delete their account or if the Company deletes the User account in accordance with these terms and conditions, they may lose access to data previously connected with their data account (including without limitations, the level or results achieved in a given Product or to any Virtual Money or Virtual Goods connected with their account).

4. Virtual Goods and Virtual Money

4.1 Products may contain virtual currencies such as coins, gold coins and points ("Virtual Money") or items or services to be used in the Products ("Virtual Goods"). If the User is over 18 years old, they may purchase from the Company products such as "Virtual Money", "Virtual Goods" in exchange for payments to the Company of the price for which they are sold by the Company. Virtual Money and Virtual Goods purchased by the User may never be exchanged for the Company's payment to the User of a price expressed in money, regardless of who the User purchased them from. The User also undertakes that they will purchase Virtual Money or Virtual Goods only from the Company.

4.2 The User does not acquire the ownership right to Virtual Goods or Virtual Money, but solely acquires a limited, revocable personal licence for using them – each balance of Virtual Goods or Virtual Money does not reflect the value which is stored.

4.3 The User accepts the fact that all sales of Virtual Money and Virtual Goods is performed by the Company to the User via Google Play, Amazon and App Store.

4.4 The Company has a right to control, regulate, change and delete all Virtual Money or Virtual Goods without bearing liability to the User.

4.5 Without limiting the provisions of clause 3.5, if the Company suspends or deletes the User account in accordance with clause 7 of these terms and conditions, the User will lose all Virtual Money and Virtual Goods purchased from the Company, and the Company will not refund their purchase price to the User.

5. Procedure and user data

5.1 The User must observe legal regulations binding them in the place from which they gain access to the Products. If any binding provisions of law limit the User's access to the Product or prohibit them from using the Products, the User is obliged to comply with the legal limitations, and in certain cases to cease gaining access to the Products or using them.

5.2 The User undertakes that all submitted data and information regarding the access to the Product or using the Product will always be truthful, accurate and complete.

5.3 Information, data, software, sound, photographs, graphics, videos, keywords and other materials may be sent, uploaded, communicated, transmitted or otherwise shared via our Products by the User or another user ("Content"). The User acknowledges and agrees that the exclusive liability for all published or privately sent Content, which the User may receive while using the Product, is borne by the person who sent the Content. This means that the User bears full liability for all Content which they may send, communicate, transmit or otherwise share via the Product. In the abovementioned scope, the Company is indemnified against liability to the User and any third person whose rights have been violated.

5.4 The User undertakes not to send, communicate, transmit or otherwise share any Content:

- which is or may reasonably be considered illegal, harmful, harassing, defamatory, libellous, obscene or otherwise unacceptable;
- which is or may reasonably be considered as interfering with the privacy of a third party;
- which probably is or may be considered as inciting violence or hate based on race or ethnic origin;
- which the User has no right to legally share (such as internal information, information belonging to someone else or confidential information);
- which violates intellectual property rights or other property rights of third parties;
- which consists of unwanted or unauthorised commercials, promotional materials, spam, chain letters, pyramid schemes or other forms of obtaining customers; or
- which contains software viruses or any other computer code, files or programs designed to interfere with, destroy or limit the functionalities of any computer software or hardware, or telecommunications hardware.

5.5 The User undertakes not to:

- use the Products with the intent to harm, offend or harass anybody;
- set up more than one account on one platform for the purposes of using the particular Product;
- use email address of the other person or entity for the purposes of registration and in order to use the Products;
- use the Product to deceit or offend anybody (including, without limitations, by using the Products in order to pretend to be another person or entity, or in any other way falsely present the User's relationship with any other person, entity or the Products;
- hide the User's IP address or the source of the data that the User can send;
- use the Products for commercial or business purposes, and to the benefit of a third party;
- change or remove any information on intellectual property rights or any other information on the ownership included in the Products;
- tamper the Products or servers, or the networks via which the Products are delivered, and not to disturb their operations;
- attempt to decompile, read the source code or change the source code of the Product;
- attempt to hack the coding technology or security measures, as well as the data sent, processed or stored by the Company;
- gather or obtain any information on other persons using the Products, especially any personal data (including by sending any software aimed at gathering information, including pixel tags, cookies, gif pictures or similar elements that are sometimes also referred to as spyware or pcms (passive collection mechanisms));
- sell, transfer or make any attempts to sell or transfer the User's account or any part of the User's account, including Virtual Money or Virtual Goods;
- disturb normal operations of Products or act in any other way that would probably have a negative impact on the ability of other Users to compete honestly when using the Products;
- violate any requirements and rules of networks, websites, social network services that are linked to the Products;

- use the Products in breach of any provisions of the binding law;
- use the codes for the products and not to use the codes for the Products by using measures or software of third parties, and not to make any attempts to use technology measures that might be used to control access to the Products or their elements;
- use the Products in any way other than the one permitted in the Rules.

5.6 The Company shall be released from the duty to verify and monitor the content that is posted in the Products by third parties, and in this respect it shall be released from liability for reliability of such content, as well as possibility to integrate it with the Product or its quality.

The Company informs the User and the User acknowledges that it is possible that the User would be exposed to the content that might be interpreted by the User as offensive, obscene or intolerable. In none of the aforementioned cases, the Company shall be held liable to the User for any content and for any mistakes or faults in the content. The User shall release the Company from liability for losses and damage due to using the posted content, even if it is made available via the Product or sent by email.

5.7 The Company reserves the right, at its discretion, to delete the content in whole or in part at any time, without giving the reason. The User acknowledges that the Company does not carry out activities involving continuous active monitoring of the content posted by other users of the Products.

5.8 The User bears sole responsibility for the User's contacts with other users of the Products.

6. Using the Product together with other users

6.3 By obtaining access to the Products that enable the User to use them together with other users, the User agrees to disclose the User's name, results and other related information to other users. The User also acknowledges and agrees to the fact that other users are able to find the User by typing their e-mail address in the search engine, if they are aware of such address. The Company shall display only the User's name, without the User's e-mail address.

7. Breach of these terms and conditions by the User

7.1 We reserve the right to suspend or cease the User's access to our Products (including by deleting the User's account) if there is basis for concluding that the User had committed a material breach of these terms and conditions (including by repeated minor breaches).

7.2 The User shall be obliged to rectify any damage and losses that would occur as a result of a breach of provisions of the Rules, in accordance with general principles.

8. Exclusion of liability

8.1 We accept liability for death or injury due to our omission or omission of our employees or representatives, and for losses or damage due to fraud committed by us or our representatives, or any other liability that cannot be excluded in accordance with legal regulations.

8.3 We shall not be held liable for:

- losses or damage not due to our breach of these terms and conditions or our omissions; or
- losses or damage that cannot be predicted by the User or by us upon the User approving these terms and conditions, including the losses that are incidental to predictable losses. This may include loss of data, loss of opportunities, break in the provision of the service, failure of the computer or other device, or financial loss;
- any increase in the loss or damage due to the User's breach of these terms and conditions; or

- technical breakdowns or lack of access to our website, Games and/or social network media when they are beyond our control.

8.4 We shall provide our Games while applying the same level of skills and care as other similar providers of games. However, the User confirms that the User's sole right in relation to any problems or dissatisfaction with any of our Games shall be the right to discontinue using our Games, and that we shall not be held liable for any interruptions in operations or errors that the User may experience when playing our Games.

8.5 These terms and conditions shall be without prejudice to any additional statutory rights that the User may be granted.

9. Intellectual property

9.1 The User confirms that all copyrights, trademarks or other intellectual property rights to the Products or related to the Products belong to the Company or were licensed to the Company.

9.2 As long as the User complies with the Rules, the Company grants the User non-exclusive, non-transferable, personal and irrevocable licence to access the Products and to use them, except objects and source codes that are related to the Products. The licence referred to in the sentence above shall be granted to the User only for the User's own personal private use, and in any case provided that such use is consistent with the Rules. The User undertakes not to use the Products for any other purposes.

9.3 The User shall not be allowed to copy, disseminate, make available or create any derivative works from the Products or any parts thereof.

9.4 The User shall not be entitled to make available any codes to the Products or technical measures used to control access to the Products or elements of the Products, including making Virtual Money or Virtual Goods available for free or in any other manner.

9.5 When sending the Content via the Products (as set in paragraph 5.3), the User:

- declares that the User is fully authorised thereto;
- grants the Company and Companies from the ACTION S.A. Capital Group the right to edit, adjust, publish and use the User's posts and any derivative works that we can create from such post, on any media (existing now or in the future) for any purpose, without any time limit, without any remuneration due to the User;
- confirms that the User may have a so-called "moral right" to the Content, e.g. the right to being referred as the Author of the post, and the right not to subject the User's work to offensive treatment. The User agrees to waive any moral rights that the User may have to the Content; and
- the User agrees that the Company is not obliged to monitor or protect the User's rights to any Content that the User may pose, but the User grants us the right to enforce the User's rights to this Content.

9.6 The User shall not be allowed to copy, disseminate, make available or create any derivative works from the Content being the property of other persons using the Products. Shall the User believe that the User's intellectual property rights were breached by the other person in the Web, the User can contact us by sending the following information to the address support@actiongameslab.com:

- description of intellectual property rights and explanation of the way they were breached;
- description of the location of the material resulting in the breach;
- address, telephone number and e-mail address of the User;
- declaration of the User made under the pain of criminal liability for false testimonies that (i) the User in good faith believes that the disputable use of the materials, to which the User

- holds intellectual property rights, is unauthorised; and (ii) the information provided by the User is accurate and true, and the User was authorised to act on behalf of the holder of the exclusive right that was allegedly violated; and
- physical or electronic signature of the person authorised to act on behalf of the holder of the exclusive right that was allegedly violated.

10. Privacy

10.1 The Company shall be authorised to collect and process the User's personal data, as well as to use them and make them available in accordance with the Company's privacy policy published at <http://actiongameslab.com> and these terms and conditions. The User using the Products shall be deemed to be equivalent to the User granting consent for collecting and processing the User's personal data, as well as using them and making them available for the purposes set in the privacy policy. If the User does not agree with the privacy policy binding at the Company, the User should not be using the Products.

11. Links to other services

The Company stipulates that Products may include links to websites or services of other companies. The User acknowledges that the Company shall not be held liable for the content or quality of goods or services delivered by third parties, and that they are not promoted by the Company. The Company shall also be released from liability to the User for any losses or damage made by other entities mentioned above. The User shall be held liable for any fees incurred by the User in relation to the service provided by the aforementioned entities. In the case of disclosing the data by the User to the aforementioned entities, the User acknowledges that when disclosing the data to such third parties, the User discloses them in accordance with their privacy protection principles (if any), and that our privacy protection policy shall not apply to such data.

12. Assignment of rights and obligations

The Company shall be entitled to assign any of its rights as well as duties arising from these terms and conditions in full or in part to any other person without a need to obtain the User's consent thereto. The User expresses consent for the Company assigning its right and duties, provided that the assignment is not aimed at causing significant damage to the User. Without prior written consent of the Company, the User cannot assign any rights granted to the User by us under these terms and conditions.

13. Entire provisions of the rules

These terms and conditions constitute the entire agreement between the User and the Company with respect to the Products (in accordance with paragraph 1). Provisions of the rules supersede any prior understandings and agreements that might have been binding between the User and the Company. If the User has access to the Products or uses the Products via other Internet platforms (e.g. the Company's website or any other website, or a third party's service), terms of the rules shall apply to such Products.

14. Amendments to the rules

The User shall be entitled to review the rules at any time at the User's convenience, at the website: <http://actiongameslab.com>.

The Company shall be entitled to amend the rules at any time and any respect. In the case of amendments of the rules, such amendments to the rules shall be binding following their posting on the website whose address is mentioned above. The Company can make such amendments due to reasons related to changes made to the Products with respect to technical, legal and business

aspects. It is agreed that if the User does not approve amendments to the rules, the User undertakes to discontinue accessing the Product or using this Product.

15. Severability of provisions

Shall any provision of the rules or any part thereof be considered invalid based on any binding legal regulations or by a competent court, this part of provisions shall be interpreted in a way complying with the binding law, whereas other provisions of the rules shall remain valid and binding.

16. Waiver of rights of the Company

Non-exercising or non-enforcing any rights of the Company set in the rules shall not be considered their waiver by the Company. Any waiver by the Company of the rights to which it is entitled shall be effective when expressed in writing, under pain of invalidity.

17. Complaints and resolution of disputes

In order to make a complaint with respect to the Product, the User shall be obliged to send by e-mail to the address: support@actiongameslab.com the notification of the fault and information on its scope.

The rules, as well as any disputes, claims or obligations (contractual or other) arising from the rules or related thereto, shall be governed by the polish law.

Unless the law binding in the country of residence of the User provides otherwise, any aforementioned disputes shall be submitted to the jurisdiction of Polish courts.

18. Questions about the rules

In the case of any questions, complaints or comments pertaining to provisions of the rules, the User shall contact the Company at the website <http://actiongameslab.com>.