

Terms of Service

1.Scope and Consent

2. These Terms of Use (hereinafter “Terms of Service”, “Terms of Use” or “Terms”) specify the scope and terms of use by users of websites (accordingly “Websites” or “Website”), and of providing by Techland S.A. with its registered office in Wrocław, address: ul. Jana Szczyrki 11, 54-426 Wrocław, Poland, entered into the register of entrepreneurs maintained by the District Court Wrocław - Fabryczna in Wrocław, VI Commercial Division of the National Court Register under KRS no. 0000889260, with share capital of PLN 17 594 160 paid in full, Tax ID No. (NIP): 622-24-68-959 and Statistical ID No. (REGON): 251546820 (hereinafter “Techland”) services delivered by electronic means.
3. Prior to commencing using the Websites the user should read the contents of the Terms of Use and use the Websites in accordance therewith. By using the Websites, the user accepts the terms of the Terms of Use and undertakes to comply with them. If the user does not agree with the provisions of the Terms of Use, they should not use the Website.

4.Description of Services

5. Via its Websites, Techland makes or may make diverse resources available to users, including in particular information about products (inter alia about Techland games and game add-ons), game development tools, advertising content, newsletter or discussion forums. These resources, including in particular their updates, upgrades, new functions or adding new services, are subject to the Terms of Use.
6. Via its Websites, including through the use of resources available thereon, Techland makes or may make various types of services (hereinafter „Services”) available to users. These include or may include, inter alia:
 1. information services consisting in providing users with access to textual, graphical and multimedia content on various subjects, made accessible to the users on their individual request in such a way as to enable the users to access the content at a time individually chosen by them via the Websites;
 2. search services consisting in making it possible for users to search content and display data saved on the Websites;
 3. a download service consisting in making it possible for users to download fragments of content or entire files made available on the Websites;
 4. advertising services consisting in publishing various advertising content on the websites (including in particular advertising videos and graphics);
 5. an account registration service consisting in making it possible for users to open their individual accounts on the Websites. In some cases, opening an account is a prerequisite for using additional functionalities offered by the Websites;

6. a newsletter service consisting in sending to users, at their request, regular publications containing information about events from the world of Techland games and about other subjects;
7. a contact service consisting in the possibility of sending information or an inquiry to Techland;
8. an internet forum service consisting in making it possible for users to participate in discussions online by publishing their opinions, comments, initiating conversations, providing advice, discussing with other users about subjects related to products presented on the Websites and about other subjects;
9. other services provided by Techland on the Websites, including in particular other services related to sending messages or communication services enabling communication between users, delivered under separate agreements.

7. Terms of Services

8. Techland provides the user with Services within the scope and on the terms determined in the Terms of Use and additional or specific terms published on the Websites, if applicable.
9. Due to the specific nature of particular Services, the conditions under which they are offered may vary. This in particular may include situations where certain Services are not offered through all the Websites, and they are only available via selected Websites. It may also happen that the use of specific sections or functions of the Websites, including in particular contests, promotions or other initiatives, may be subject to additional or specific requirements or terms.
10. Consequently, there may be additional or specific requirements or terms on the Websites regarding the delivery of specific Services (e.g. the requirement to have opened a user account or age restrictions).
11. The content of additional or specific terms of using the Services that may apply to certain Websites is available in the Appendixes to these Terms of Use or on particular Websites which relate to these Services.
12. In this situation, if the user uses these Services, the additional or specific terms of using these Services shall apply and constitute a part of the agreement between the user and Techland. If there is any conflict between these Terms of Use and the additional or specific terms of specific Services, the use of these specific Services shall be subject to the latter. Consequently, prior to commencing the use of these specific Services, the user should make sure whether there are any additional or specific terms of using these Services that apply thereto.
13. Techland is entitled to introduce changes to any Services offered on the Websites and to change the prices of these Services.
14. The user is aware of the risks when using the Internet, in particular the risk of infecting the user's system with viruses or seizure of passwords by third parties and the damage that may arise in such cases. The user is entitled to use the Services offered on the Websites only in a manner that complies with the Terms of Use (and additional or specific terms published on the Websites, if applicable), applicable provisions of law, rules of social conduct and decency.

15. The user is responsible for their acts or omissions, especially if they are against these Terms of Use (and additional or specific terms published on the Websites, if applicable), applicable provisions of law, rules of social conduct and decency.
16. The user is also responsible for the effects of decisions made by the user based on the information obtained as a result of using the Website resources.
 1. Techland shall bear no responsibility for acts or omissions of users.
 2. Techland shall not be liable for any disruptions in the proper functioning of the Websites and for any loss of the user's data caused by force majeure, third parties and/or by Techland's efforts to improve the Websites' functionality. To the extent possible and practicable, Techland shall inform the user in advance of any material disturbances in Websites' functioning, in particular about material maintenance breaks.

17. Restricted use of Websites

18. The user undertakes that they will not deliver via or to Techland's ICT systems the following content:
 1. content causing malfunction or overload of the ICT systems of Techland or other entities participating in the provision of the Services by electronic means via the Websites, including circumvention of safeguards or posting content at the sites not intended for the purpose, using or installing malware; including that it is prohibited to use automated devices, software, algorithms or methodologies (for example: page-scrape, bots or spiders) in order to gain access to any sections of the Website, gather, copy or monitor content published on the Websites, re-create or circumvent the navigation structure or the method of presentation of the Website;
 2. content violating rights of third parties, generally accepted social norms and rules of decency or content non-compliant with applicable provisions of law.
19. Notwithstanding the foregoing, it is prohibited to gain unauthorised access to any portion of the Website or other systems or networks connected to the Website or any Techland server, or to the Services offered on or via the Websites. It is also prohibited to violate the safeguards or authentication mechanisms on the Websites or in any networks connected to the Websites. It is prohibited to track or attempt tracking information about other users, visitors to the Website, including accounts on the Websites that do not belong to the user; it is also prohibited to use the Website or a Service in a way intended at the disclosure of any information, and specifically personal data and information other than the user's own personal data made accessible via the Website.
20. The user agrees not to use any devices, software or procedures to disrupt or attempt to disrupt the correct operation of the Website or any transactions carried out on the Websites, or to disrupt or attempt to disrupt the use of the Websites by other users.
21. It is prohibited to misrepresent oneself as someone else or as a representative of other natural or legal persons.
22. It is prohibited to use the Websites or the Services for the purposes inconsistent with the Terms of Use (including also the additional or specific terms of the Services, if applicable), applicable provisions of law, rules of social conduct and decency.

23.Restricted use of the Services

24.When using the Services, the user undertakes also to refrain from the following actions:

1. using the Services for the purpose of participating in contests, financial pyramid schemes, chain letters, sending spam or multiplied and unwanted messages (commercial or other), or using the Services in a way otherwise violating the Terms of Use (or additional or specific terms of use applicable thereto) or the applicable provisions of law, rules of social conduct and decency;
2. slandering, insulting, harassing, persecuting or intimidating other people or violating their rights (e.g. right to privacy, image or other personality rights) in other way;
3. publishing, transmitting or disseminating materials or information that are inappropriate, offensive, slanderous, obscene, indecent, offending against standards of proper behaviour or contrary to the law;
4. transmitting or making otherwise accessible any files containing images, software or other materials protected by intellectual property rights of third parties, including copyright and trade mark law, to which the user does not hold the rights or failed to obtain consent for their use in this way;
5. sending files that contain viruses, Trojans, worms or other similar software which can interfere with the operation of another computer or put third parties to a risk of damage or infringing their rights;
6. falsifying or removing information concerning copyright management, such as authors' names, appropriate legal notices or labels providing the source of software or other materials contained in the file sent;
7. restricting other user's possibility to use the Services;
8. impersonating other persons, including creation of false identities;
9. gathering or collecting information about other users, including their e-mail addresses;
- 10.advertising or offering for sale or purchase any products or services for business-related purposes, unless the specific Services' terms of use explicitly permit sending such messages.

25.Techland reserves the right to view the materials posted by users on the Websites and to block and/or remove these materials if the aforementioned terms of use of the Services are not observed.

26.Techland reserves the right to block and/or delete user's access to one or all Services if the user fails to comply with the requirements concerning the use of the Services. In the case of a user who has got an Account on the Websites, the user will be informed about the blockade and/or deletion in accordance with the Terms of Use concerning the Website Account.

27.Restricting the scope of using the Websites to personal and non-commercial use

Unless determined otherwise, the Services are intended solely for personal and non-commercial use of the user. The user may not modify, copy, disseminate, transmit, present, play, duplicate, license, create derivative works, transfer nor sell information, software, products or services derived from the Services. The foregoing shall be without prejudice to the user's right to perform permitted acts within the scope of permitted use, as set forth in the act of 4 February 1994 on copyright and related rights and the act of 27 July 2001 on the protection of databases.

28.Materials made accessible via Websites

- 29.All texts, graphic elements, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, art work and computer code, including the elements of Websites (hereinafter "Content"), including specifically the design, structure, way of distribution and layout of such Content on the Websites, are owned by Techland or are used by Techland upon consent of the authorised entity and are protected under copyright or intellectual property rights pertaining to the Content. Any copying or imitating the Content in its entirety or as part thereof is prohibited, including in particular that it is prohibited to copy or transmit any logos, graphic elements, sounds or images from any Website without prior written consent of Techland.
- 30.The use of Content by the user does not mean acquiring any rights to intangible assets, including copyright to works. The user may use the Content of the work only within the scope of permitted use, as set forth in the act of 4 February 1994 on copyright and related rights and the act of 27 July 2001 on the protection of databases. Specifically, in situations other than specified in these acts, it is prohibited to copy, modify or transmit electronically or otherwise any part of the Websites, in the entirety or in part, for commercial purposes and without prior written consent of Techland.
- 31.Trademarks, logotypes and other markings (hereinafter "Trademarks") placed on the Websites are protected by law. The consent given to the user for their use of the Websites is not equivalent to the consent for the use of Trademarks appearing on the Websites. Any use of the Trademarks or similar markings or names is prohibited, unless Techland provides prior written consent for such use of the Trademarks. An infringement of intellectual property rights may result in taking appropriate legal measures by Techland and other authorised entities.
- 32.The user is entitled to use information about Services (e.g. technical data) made available by Techland to be downloaded from the Website, provided that the user: (a) shall not remove any notices or reservations from the copy of the downloaded Content; (b) shall use the Content exclusively for private, non-commercial purposes and will not copy nor publish such Content, nor shall they disseminate it through any media; (c) shall not make any changes to such downloaded Content. The foregoing shall be without prejudice to the user's right to perform permitted acts within the

scope of permitted use, as set forth in the act of 4 February 1994 on copyright and related rights and the act of 27 July 2001 on the protection of databases.

33. Techland makes no claims about the suitability of the information contained in the Content for any purpose whatsoever. The Content is delivered “as is”, with no guarantees.
34. The Content transmitted with the Services may be subject to restrictions as to its use, copying and disseminating. The user downloading the Content should make themselves familiar and shall be responsible for complying with these restrictions.

35. Information concerning software available on the Websites

36. Any software made available on the Websites for download (hereinafter “Software”) is protected by copyright of Techland or its suppliers/partners. Use of the Software may be subject to the provisions of relevant license agreements which will be then appended to the Software.
37. Techland assumes no liability for any damages or losses arising in connection with the Software, which were caused by the action of the user, including user’s negligence, providing untrue data by the user or user’s actions contrary to the Terms of Use, other terms that may apply to them on the Websites or the applicable provisions of law.

38. User account

39. On some Websites the user has the opportunity to open their account.
40. If any of the Services requires opening an account, the user should go through the account registration process by providing current and complete information required in the specific account registration form. In this case the user must also select a password for their account. The user is the party responsible for keeping their account and password confidential. Moreover, the user is responsible for actions performed on their account, including that the user should notify the account administrator about any occurrence of unauthorised access to their account or other breach of security.
41. Techland 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.
42. It is prohibited to use an account belonging to another user without that user’s consent.

43. Entering into and dissolving the agreement

Service agreement for using a specific Service is entered into at the moment when the user commences the use of the Service. If the user is provided with information Services, the service agreement for these Services is entered into at the moment when the user selects an appropriate URL address of the Website or is redirected there from other websites, and it terminates at the moment when the user leaves the Website. In the case of other Services, if provided, the agreement may terminate at the moment when the user ceases to use the

Service, e.g. in the case of the Account service - at the moment of deleting the Account; in the case of the Newsletter service - at the moment of informing Techland about resignation from the Newsletter subscription.

44. Materials provided to Techland on the Websites

45. Unless otherwise stipulated in separate terms of use applicable to a specific Service, Techland does not claim ownership of any materials delivered to it by the users (including among others opinions and suggestions) or posted, sent, entered or transmitted to the Services or in relation thereto via Websites (hereinafter “Materials”). However, the user who posts, sends, enters or transmits Materials on the Website, gives Techland, its affiliates (meaning all entities that are directly or indirectly capital-related and/or personally-related with Techland, in particular all entities in which Techland holds stocks, shares and/or has any other rights, enabling control over those entities), consent to use the materials for an indefinite period and worldwide, i.e. without any time and territorial restrictions, in relation to their business (including, inter alia, in relation to the Services); where such consent covers, inter alia, license rights to copy, disseminate, send, publicly present, publicly perform, multiply, edit, translate and change the format of the Materials, and also to make them available to the public in such a manner so that everybody could access it in any place and at any time chosen, as well as to publish the name or nick of the user in connection with the Materials, and the right to sublicense these rights in particular to any provider of the Services.
46. No compensation will be paid to the user for the use of the Materials in the manner described herein. Techland is under no obligation to post or use the Materials and it may remove any Material at any time.
47. The user is responsible for their Materials. The user represents that they own or control all the rights to the Materials described in the Terms of Use, including the rights that are necessary for making the Materials available, posting them, sending, entering or transmitting, without infringing any applicable laws, including in particular any third parties IP rights.

48. Links to third party websites

49. The Websites may contain links to third party websites which are not controlled by Techland (hereinafter “Third Party Websites”). Links to Third Party Websites are made available only for convenience of the users of the Websites. Techland assumes no responsibility for the content, changes and updates of Third Party Websites nor does it recommend content provided therein.
50. The user must perform their own independent evaluation with regard to their interactions with Third Party Websites.

51. Complaint procedure

52. The user has the right to lodge a complaint in matters related to Websites or Services. The complaint should contain at least the following data: (a) user designation (e-mail

address); (b) specification of the subject matter of the complaint and the circumstances substantiating the complaint; and (c) user's request.

53. Complaints should be sent to the following e-mail address: support@techland.pl.

54. The user will be notified about the method of handling their complaints within 14 days of the receipt of the complaint by Techland. The response to the complaint shall be sent via e-mail to the e-mail address provided in the complaint.

55. The user who is a consumer has the option to use an out-of-court method of complaint resolution and claim settlement, including that they may report the matter at the European dispute resolution platform at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

56. Provisions concerning online shops available on the Websites

If a specific Website provides an opportunity to purchase products or services, including software, the user shall comply with applicable terms thereof.

57. Provisions concerning the internet forum

If a specific Website provides an opportunity for users to participate in the discussion on an internet forum, through which they may exchange views and opinions, the user shall comply with applicable terms thereof.

58. Protection of privacy and personal data

The privacy policy applicable to the Websites can be found [here](#) ("Privacy Policy").

59. Technical requirements

60. Technical basic requirements for using the Services or for cooperation with Techland's ICT system are as follows:

1. access to the Internet;
2. in order to obtain access to the Websites - an internet browser;
3. in order to receive messages via e-mail - an e-mail account;
4. a device that allows to run a browser.

61. The user should ensure at their own cost the equipment and internet connection which will be required to get access to and use the Websites. The user is the only party responsible for all costs generated by them in order to get access to the Websites.

62. Final provisions

63. After logging in to the Websites, users may gain access to additional functions.

Techland may introduce new functions and modify the functions existing to date on the Websites.

64. Techland has the right to update the Terms of Use. No change of the Terms of Use shall have an impact on the rights acquired by the users on the basis of the provisions

of the Terms of Use existing prior to entry into force of such change. The most recent version of the Terms of Use can be displayed by clicking on the hypertext link “Terms of Service” at the bottom of the Website.

65. Techland is entitled to amend the Terms of Use for important reasons, in particular:
 - (i) organizational, business or legal changes with regards to Techland, (ii) changes in law, (iii) changes in the Websites’ functionalities, provided that those amendments are intended to adapt the content of the Terms of Use to its functionalities. If Techland makes changes to the Terms of Use, Techland will post the amended Terms of Use on the Website and will provide the Websites’ users with relevant notice (e.g. via e-mail) indicating an important reason for the amendment at least 14 days before the date they become effective. Users will be bound by the provisions of the new Terms of Use, unless they terminate the agreement within 14 days from the date of notification of the change in the Terms of Use. To do that, the user should notify Techland that they do not want to use the Websites on the basis of the amended Terms of Use and should stop using the Websites. After the user’s notification, they may lose the possibility to use the Websites and Techland will be entitled to block and/or delete the user’s accounts on that date (if they created any).
66. The Terms of Use shall also apply to Techland’s legal successors and permitted assignees.
67. The content of the Terms of Use may be fixed by the user by being printed, recorded on any medium or by being downloaded at any moment from the website where it was made available.
68. These Terms of Use and the use by users of the services provided through the Websites shall be governed by Polish law. Any disputes between Techland and the user shall be settled amicably. If the Parties are unable to reach an agreement, any disputes which may arise shall be submitted to competent Polish courts, unless the law provides for an exclusive jurisdiction.

Appendix 1 to the Terms of Use - Terms of use of the Account on the Websites

1. Account registration

2. The user may register their account on the Websites (hereinafter “Account”).
3. In order to register an Account the user should:
 1. read the Terms, including in particular these Terms of Account and the Privacy Policy,
 2. confirm that they have read these documents and agree to comply with them, by clicking on the appropriate window on the Website at the time of Account registration; and
 3. fill out the registration form, available on the proper Website, by providing required data;
 4. and send the completed registration form to Techland via the Website (by clicking on the link provided under the registration form).

4. Following the receipt by Techland of the registration form filled out by the user in accordance with point 1.2 above, Techland will send a link that activates the Account to the e-mail address provided by the user in the registration form. The user will be able to use the Account immediately after confirming the activation link sent from the Website system to the e-mail address. The agreement for the use of the Account is entered into at the moment of confirming by the user of the activation link referred to in the preceding point.
5. Notifications concerning the use of the Account shall be sent to the e-mail address provided by the user in the registration form, and the user can change the address by deleting and entering appropriate data in the Account form. The user should continually verify whether the e-mail address provided by them at the time of account registration is current and correct.
6. The Account means an individual user account identified by individual login (user's e-mail address provided in the registration form at the time of Account registration) and the password which was selected and confirmed by the user at the time of registration.
7. Apart from the verification of the user's e-mail address, done at the time of account registration, Techland does not control or verify in any other way the identification data of the user provided in the registration form.
8. The user is obligated to take the necessary steps in order to secure access to the Account against unauthorised persons, which includes keeping their login and password confidential and not to disclose them to third parties. The user should immediately notify Techland of any cases of unauthorised use of the user Account.
9. Account registration and the use of the functionalities of the Websites is free of charge, unless the information expressly provided on the Website indicates otherwise.
10. After the registration of the Account, each login to the Account shall require the following user data provided in the registration form: the e-mail address and the password.
11. Techland has the right to block and/or delete the Account (i.e. prevent the user from accessing the Account and making modifications thereto) if the actions taken by the user within the scope of the Account and Websites violate applicable provisions of law, infringe on the rights of third parties, violate the rules of decency or the provisions of the Terms of Use, including in particular when the Account name is in breach of the law, infringes on the rights of third parties or violates the rules of decency, including in particular when it is an expression commonly considered to be offensive.
12. If Techland ascertains that there are grounds for blocking and/or deleting the Account on the basis of point 1.10 above, Techland may call upon the user to provide explanations. Techland may suspend the service concerning the Account until the time when the aforementioned circumstances are clarified. If Techland ascertains that there are no violations providing grounds for blocking the Account, the user Account will be unblocked. Otherwise Techland may block and/or delete the Account.
13. The user will be notified of the fact that their account has been blocked and/or deleted. Blocking and/or deleting the Account means that the agreement with the user concerning provision of services concerning the Account by electronic means is immediately terminated.

14.Deactivation of the Account

- 15.If the user wishes to remove their Account from the Website, they may do so at any time. To do so, the user should contact Techland at support@techland.pl.
- 16.If the user does not use the Account for a period of at least 24 months, Techland is entitled (but not obliged) to remove the Account. If for that reason Techland intends to remove the user's Account it will notify the user 14 days in advance. If the user is still interested in keeping the Account on the Websites, they should notify Techland about it before the expiry of the 14 days period from the date of receipt of the notification. In these cases the Account will not be removed.
- 17.Once the Account is removed, there is no way to re-activate it. The agreement concerning provision by electronic means of services concerning the Account expires at the moment of removing the Account.

18.Final provisions

- 19.These Terms represent an integral part of the Websites' Terms of Use.
- 20.In matters not regulated herein the applicable provisions shall be those of the Websites' Terms of Use.