

# Terms of Service

## 1. Consent to Terms of Use

1. These Terms of Use (hereinafter “Terms of Use” or “Terms”) specify the scope and terms of use by users of websites (hereinafter collectively “Websites” or “Website”), and of providing by Techland S.A. with its registered office in Ostrów Wielkopolski at ul. Żółkiewskiego 3, Poland, entered into the register of entrepreneurs maintained by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS no. 0000889260, with share capital of PLN 175,941,600.00 and with Tax ID No. (NIP): 622-24-68-959 and Statistical ID No. (REGON): 251546820 (hereinafter “Techland”) services delivered by electronic means, including transferring of commercial information through Websites (hereinafter “Services”).
2. 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 Use” at the bottom of the Website.
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. If the user does not agree with the provisions of the Terms, they should not use the Website.

## 2. Description of the Services

1. Via its Websites, Techland makes diverse resources available to users, including discussion forums, information about products (inter alia about Techland games and game add-ons), advertising content, newsletter, game development tools. These resources, including their updates, upgrades, new functions or adding new services, are subject to the Terms of Use.
2. Via its Websites, including through the use of resources available thereon, Techland may make various types of services (hereinafter collectively „Services”) available to users. These 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 user on their individual request in such a way as to enable the user 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 remotely search content and display data saved on the Websites;
  3. advertising services consisting in publishing various advertising content on the websites (including advertising videos and graphics) and also making it possible to run advertising campaigns based on internet tools (e.g. advertising banners, boxes, etc.);

4. 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;
  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. Detailed conditions for the provision of the Account service can be accessed [here](#) and represent Appendix 1 to the Terms of Use;
  6. a contact service consisting in the possibility of sending information or an inquiry to Techland;
  7. a download service consisting in making it possible for users to download fragments of content or entire files made available on the Websites;
  8. an online shop service consisting in providing the opportunity to purchase product. Detailed conditions for the provision of the online shop service can be accessed [here](#) and they represent Appendix 2 to the Terms of Use;
  9. 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. Detailed conditions for the provision of the internet forum service can be accessed [here](#) and they represent Appendix 3 to the Terms of Use;
  10. other services provided by Techland on the Websites, including other services related to sending messages or communication services enabling communication between users, delivered under separate agreements.
3. Due to the specific nature of individual Services, the conditions under which they are offered vary for different services. This may include situation where certain Services are not offered through all the Websites, and they are only available via selected Websites (e.g. the account registration service or the internet forum service).
  4. The services are very varied. Consequently, there may be additional conditions or requirements on the Websites regarding the delivery of specific Services (e.g. the requirement to have opened a user account), including age restrictions. The content of additional terms of using the Services that may apply to certain Websites is available on the specific Websites which relate to these Services. In such a situation, if the user uses these Services, such additional terms of using the services shall apply and constitute part of the agreement between the user and Techland. If there is any conflict between these Terms of Use and the terms of use published or binding for a specific Service offered on or via the Websites, the use of this specific Service shall be subject to the latter. Consequently, prior to commencing the use of a specific Service on any of the Websites, the user should make sure whether there are separate terms or conditions of using the Service published on the Website, that apply to the Service.

5. It may happen that the use of specific sections or functions of the Websites, including contests, promotions or other initiatives, may be subject to additional requirements or terms. If there is any conflict between these Terms of Use and the terms of use published or binding for a specific section of the Website, the use of this specific section shall be subject to the latter.
6. Techland is entitled to introduce changes to any Services offered on the Websites and to change the prices of these Services.

### **3. Terms of Service**

1. Techland provides the user with Services within the scope and on the terms determined in the Terms of Use and additional terms published on the Websites, if applicable.
2. The user is entitled to use the Services offered on the Websites in a manner that complies with the Terms of Use (and additional terms published on the Website, if applicable), existing provisions of law, rules of social conduct and decency.
3. Techland shall bear no responsibility for acts or omissions of users.

### **4. Use of Websites by the user**

1. 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.
2. 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.
3. 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.

4. It is prohibited to misrepresent oneself as someone else or as a representative of other natural or legal persons.
5. It is prohibited to use the Websites or the Services for the purposes inconsistent with the Terms of Use, the law or rules of decency.

## **5. Use of the Services by the user**

1. 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 specific terms of use applicable thereto) or the provisions of law;
  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.
2. Techland has no obligation to monitor the way in which users use the Services, including their communication on the Websites. However, Techland reserves the right to view the materials posted by users on the Websites and to remove these materials if the aforementioned terms of use of the Services are not observed.
3. Techland reserves the right to block user's access to one or all Services if the user fails to comply with the aforementioned requirements concerning the use of the Services. In the case of a user who has got an Account on the Websites,

Techland will send a message about the blockade in accordance with the Terms of Use concerning the Website Account.

## **6. Restricting the scope of using the Websites to personal and non-commercial use**

1. 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 (Journal of Laws No. 24, item 83, as amended) and the act of 27 July 2001 on the protection of databases (Journal of Laws No. 128, item 1402, as amended)

## **7. Materials made accessible via Websites**

1. 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 were 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 that it is prohibited to copy or transmit any logos, graphic elements, sounds or images from any Website without an express consent of.
2. 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 (Journal of Laws No. 24, item 83, as amended) and the act of 27 July 2001 on the protection of databases (Journal of Laws No. 128, item 1402, as amended). 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.
3. 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.
4. 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 (Journal of Laws No. 24, item 83, as amended) and the act of 27 July 2001 on the protection of databases (Journal of Laws No. 128, item 1402, as amended)

5. 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.
6. 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.

## **8. Information concerning software available on the Websites**

1. 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.
2. 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.

## **9. User account**

1. On some Websites the user has the opportunity to open their account. Terms of Service applicable to the account service can be read [here](#).
2. 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.
3. 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.
4. It is prohibited to use an account belonging to another user without that user's consent.

## **10. Entering into and dissolving the agreement**

1. Service Agreement for using a specific Service is entered into at the moment when the user commences the use of the Service, including that the service agreement for Information 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 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 sending a message about resigning from the Newsletter subscription; in the case of the Contact service - at the moment of providing answer to the user's inquiry.

## **11. Materials provided to Techland on the Websites**

1. 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 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 and its affiliates, referred to in point 11.4, consent to use the materials for an indefinite period in relation to their internet 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 to any provider of the Services.
2. 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.
3. 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.
4. The affiliates of Techland shall mean:
  1. Digital Alliance Holder S.A. with its registered office in Wrocław, ul. Jana Szczyrki 12, 54-426 Wrocław, entered in the register of entrepreneurs, whose records are kept by the District Court for Wrocław-Fabryczna, 6th Commercial Division of the National Court Register under KRS No. 0000692882.
  2. Polskie Centrum Informacji Prawno-Ekonomicznej sp. z o.o. with its registered office in Ostrów Wielkopolski, ul. Żółkiewskiego 3, 63-400 Ostrów Wielkopolski, entered into the register of entrepreneurs, whose records are kept by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS No. 0000225951.
  3. Techland Warszawa sp. z o.o. with its registered office in Warsaw, ul. Inflancka 4C, 00-189 Warszawa, entered into the register of entrepreneurs, whose records are kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under KRS No. 0000314879.
  4. Marchewka Trademark Holder sp. j. with its registered office in Ostrów Wielkopolski, ul. Żółkiewskiego 3, 63-400 Ostrów Wielkopolski, entered

into the register of entrepreneurs, whose records are kept by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS No. 0000483333.

5. Ultimate Technology Park sp. z o.o. with its registered office in Ostrów Wielkopolski, ul. Żółkiewskiego 3, 63-400 Ostrów Wielkopolski, entered into the register of entrepreneurs, whose records are kept by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS No. 0000532362
6. Game Research Studio GmbH with its registered office in Berlin, Germany.
7. Piccolo Studio SLU with its registered office in Barcelona, Spain.

## **12. Links to third party websites**

1. 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.
2. The user must perform their own independent evaluation with regard to their interactions with Third Party Websites.

## **13. Complaint procedure**

1. 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.
2. Complaints should be sent to the following e-mail address: [admin@techland.pl](mailto:admin@techland.pl).
3. 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.

## **14. Provisions concerning online shops available on the Websites**

1. If a specific Website provides an opportunity to purchase products or services, including software, the applicable rules shall be those provided in the [Shop's Terms of Service](#).

## **15. Provisions concerning the internet forum**

1. On some of its Websites Techland makes it possible for Users to participate in the discussion on an internet forum, through which they may exchange views and opinions.
2. The rules of the internet forum available on the Websites are regulated in the [terms of use of the internet forum](#).

## **16. Protection of privacy and personal data**



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

## **17. Technical requirements**

1. Technical 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.
2. 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.

## **18. Final provisions**

1. 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.
2. Techland may change these Terms of Use. Techland shall notify the user about the change of the Terms on the Website and by sending an e-mail to the accounts of registered users. The change shall become effective at the date indicated by Techland, which cannot fall earlier than 30 days of the moment when the users were notified. The change of Terms shall be without prejudice to the rights acquired by the users under the previous version of the Terms, including that the changed Terms will not apply to transactions made before the entry into force of the changed Terms. Moreover, the user will be notified about such changes at their first login to the Website service (in the form of a message displayed on screen).
3. 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.
4. These Terms of Use and the use by users of the services provided through the Websites shall be governed by Polish law.

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

## **1. Account registration**

1. The user may register their account on the Websites (hereinafter "Account").
2. In order to register an Account the User should:
  1. read the Terms, including 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).
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Techland has the right to block 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 when the Account name is in breach of the law, infringes on the rights of third parties or violates the rules of decency, including when it is an expression commonly considered to be offensive.
11. If Techland ascertains that there are grounds for blocking the Account on the basis of point 1.10 above, Techland will call upon the User to provide explanations. Techland will 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 will block the Account.

12. The User will be notified of the fact that their account has been blocked. Blocking the Account means that the agreement with the User concerning provision of services concerning the Account by electronic means is immediately terminated.
13. The User may, within not longer than 14 (fourteen) days of the receipt of the notification of their account being blocked, request that the data collected on their Account and, specifically, the copy of orders placed in the Shop be delivered to them. Techland will deliver such data to the User electronically, not later than 14 (fourteen) days from the date when the User sent their request. After the expiry of that date the data available on the Account will be deleted.

## **2. Deactivation of the Account**

1. If the User wishes to remove their Account from the Website, they may do so at any time. To do so, the User should click on the "Remove Account" link in the Account settings.
2. 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.
3. If the User does not use the Account for a period of at least 12 months, Techland is entitled to remove the Account. If Techland intends to remove the User's Account it will notify the User 14 days in advance. If the User is still interested in having the Account on the Websites, they should notify Techland about their wish to keep the account before the expiry of the 14-day period following the date of receipt of the notification. In such case the account will not be removed.

## **3. Final provisions**

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

# **Appendix 2 to the Terms of Use - Shop's Terms of Service**

## **1. General Provisions**

1. On selected Websites Techland may sell products or services to users, these including facilitating retail purchases of products on the basis of digital distribution (ESD) or by mail order for products on original media and in original packaging. These provisions of the Terms of Use apply to the use of the aforementioned functionalities at the following Websites: gemly.com (hereinafter "Shop"), and to other Websites which refer to these Terms of Service.

2. Through the Shop Techland provides access to various products and resources, including download areas, software, tools and information about software, services and other products. In the Shop the user may browse, display, buy and, if such functionality is provided, evaluate and describe products and services, including, inter alia, digital content, applications and games.
3. Some products shown in the Shop may be provided by entities other than Techland. For the purchase of such products the applicable sales terms will be those of that third party.
4. The sales in the shop follow the rules indicated below unless expressly otherwise indicated on the appropriate Shop's Website.
5. Registration of the Account in the Shop, done by the user who is not a consumer, means the acceptance of these Terms and confirmation that the content hereof is known to the User.
6. Users who are consumers in the meaning of Article 221 of the Polish Civil Code should confirm that they read the Terms of Use, including Shop's terms of Service, and agree to comply with these terms at the time of registering their Account with the Shop.
7. The Administrator of the Shop is Techland S.A. with its registered office in Ostrów Wielkopolski (63-400), at ul. Żółkiewskiego 3, Poland, entered into the register of entrepreneurs maintained by the District Court for Poznań Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS No. 0000889260, Tax ID No. (NIP): 622-24-68-959, Statistical ID No. (REGON): 251546820, share capital of PLN 175,941,600.00.

## **2. Users and Accounts**

1. The condition required in order to make a purchase in the Shop is that the user has got an active account on the Shop site, through which they can make purchases in the Shop. It may also happen that access to the Shop's website requires that the user has got an Account. If there is a requirement to have an Account in order to access the Shop's site, the site will provide appropriate information about this requirement.
2. The user of a Shop account may be an adult natural person or legal person, as well as an organisational entity not being a legal person, which is granted legal capacity under the provisions of separate laws, as well as minors over the age of 13, provided that consent is provided by their legal guardian (hereinafter "Account User").
3. Only end users may purchase products in the Shop. No resellers (i.e. entrepreneurs whose business consists in reselling products to third parties) have the right to make purchases.
4. The Account means an individual user account, identified through the individual login (e-mail address) and a password, selected and indicated during the Account registration at the Website. In order to make a purchase in the Shop, the User may be asked to provide additional data, not provided earlier at the time of account registration, including: (i) name and surname; (ii) e-mail address; (iii) place of residence; and (iv) other data necessary for the fulfilment of the order, including, specifically, product dispatch and the issuing of a VAT invoice, which will be indicated in the appropriate form in the Shop.

5. The user may at any time terminate their use of the Shop by removing their Shop Account. After removing the Account the User is no longer able to use the products available in the Shop, including making purchases.
6. The detailed provisions concerning the Account, including those regarding its removal, are provided in the Terms of Use of the Account on the Websites.

### **3. The Order**

1. The Account User may place an order after they logged in to their Account.
2. In the case of digital distribution (ESD) the order placement procedure begins with the Account User adding a product to the basket. In the case of mail-order distribution (via a courier) the order is placed by the Account User by filling out an electronic order form.
3. Products presented in the Shop do not constitute an offer in the meaning of Article 66 of the Polish Civil Code.
4. The Shop may make it possible to order products which have not been yet officially launched on the market. This takes place under a “pre-order” procedure (i.e. pre-launch sales). Products available under pre-launch sales are marked in the Shop by a “PRE-ORDER” tag. Techland posts information about the expected date of the launch of the products offered under a pre-order procedure. These dates may change, in accordance with the decision of the manufacturer of a given product.
5. By clicking on the “Order and pay” button, the Account User submits a binding order for the products in their basket. After clicking on that button the Account User is redirected to the site where they will pay for the order. The order is effectively placed when the Account User makes the payment for the order they placed.
6. In the case of placing of an effective order by the Account User and the receipt of the order by Techland, Techland confirms the fulfilment and terms of the order by sending a return e-mail to the e-mail address of the Account User (confirmation of the sales agreement). A product whose order was confirmed by Techland receives the “Purchased” status in the User’s Account.
7. Adding a product to the Basket does not mean it has been reserved.
8. The sales agreement between the Account User and Techland is executed at the moment the Account User receives the confirmation of order fulfilment by Techland.
9. Unpaid orders will be cancelled after 7 days of the date of their placement.
10. Techland has the obligation to deliver products without defects.

### **4. Price and payments**

1. The binding prices are those quoted at the moment of submitting the order. The prices quoted are end prices, i.e. inclusive of VAT at the current rate.
2. Product prices quoted in the shop are exclusive of other costs, including delivery costs. These costs are clearly indicated at the order site, in the order summary and they are included in the amount to be paid for the order. Payment should each time cover the price of the product and additional costs, if any, of which the Account User will be notified during the order placement process.

3. At the Account User's request a VAT invoice will be issued, using the data provided by the Account User in the order form, including the address and tax identification number (NIP). The VAT invoice is sent electronically to the e-mail address provided by the Account User, unless the Account User clearly stipulates that the VAT invoice should be delivered in the traditional format.
4. Payments are made by the Account User in accordance with the mode of payment selected by them from the range offered in the Shop. Techland offers the following modes of payment: credit card (i.e. VISA, MASTERCARD, AMERICAN EXPRESS) and Paypal.
5. Payments are considered made at the moment when Techland receives confirmation of payment by the Account User from the payment operator.
6. Settlements of credit card and e-transfer payments are made via the Dotpay Settlement Center and PayPal.

## **5. Delivery**

1. Product deliveries are made in the territory of the Republic of Poland, unless the terms available on the website of a given Shop indicate otherwise.
2. Subject to point 5.5 below, Techland makes deliveries of effectively submitted orders, referred to in point 3.5 above, on the following terms:
  1. In digital distribution (ESD) - by making the product available to the Account User in the manner described in point 5.3 below. The Shop informs the Account User that the product will be made available immediately, if possible, however, not later than 24h from the payment being made.
  2. In mail-order distribution - by sending the product by post or courier, according to the choice of the Account User in the manner described in point 5.4 below.
3. Order delivery in digital distribution (ESD) takes the form of making available/sending to the Account User the installation file to their disk or the product activation code. The Account User can download the product as of the moment when it became available.
4. Order delivery in mail-order distribution takes the form of sending the ordered product by post or courier. The Account User is notified about delivery costs and makes the choice of delivery mode at the moment of placing the order. The product will be delivered to the address indicated in the order form and within the time frame provided when submitting the order.
5. PRE-ORDERS will be fulfilled within the shortest time possible, of which the Account User will be notified by e-mail.

## **6. Use of digital products**

1. Software and other digital content made available through the Shop are licensed not sold.
2. The use of digital content takes place under the terms specified in these Terms of Use and in the provisions of the appropriate license agreement of the manufacturer. The provisions of such license agreement are made available to the Account User each time before the installation of a digital product.
3. In the case of digital content made available through the Shop, it is subject to the license provisions attached to the specific product. Detailed terms of an

appropriate license agreement are made available to the Account User each time before the installation of a digital product.

4. The User has no right to grant further licenses (prohibition to sublicense).
5. Entering with Techland into an agreement concerning digital products does not mean that the Account User acquired copyright, in the meaning of the act of 4 February 1994 on copyright and related rights, to products, works embedded in these products or to other content. Subject to the provisions of the next sentence, the Account User has no right to fix or multiply the products and the materials attached to the products nor any parts thereof, place them on the market, disseminate them or publicly present, and these actions are allowed only after the Account User has obtained a written consent of Techland and other entitled third parties. The Account User may use the digital products only within the scope of permitted use, as set forth in the act of 4 February 1994 on copyright and related rights (Journal of Laws No. 24, item 83, as amended) and the act of 27 July 2001 on the protection of databases (Journal of Laws No 128, item 1402), and only if these provisions apply.
6. The possibility to use certain products may depend on specific technical parameters of the device of the Account User on which these products are to be installed. Information on these requirements is each time provided in the Product Card of a specific digital product and on the Shop's site in the product description section.
7. The Shop bears no responsibility if the Account User is unable to use the digital products they purchased or if the download or use of these products is difficult, due to the Account User's devices not meeting the specific technical requirements of which the Account User was made aware in the manner indicated in point 6.6 above.
8. The use of the products purchased in the Shop is permitted only for personal non-commercial use of the Account Users.

## **7. Withdrawing from the agreement**

1. The User, who is a consumer, has the right to withdraw from the sales agreement for the product purchased in the Shop (subject to the provisions of point 7.9 below) without giving reason within 14 (fourteen) days from the date on which the User came into possession of the product or for whom a third party, other than the carrier and designated by the User, came into possession of the product.
2. In the case when they use their right to withdraw from the agreement, the User is obligated to notify the Shop about this fact within the time frame indicated in point 7.1 above. In order to keep the deadline, the User only needs, before the expiry of the deadline, to send a written withdrawal statement to the address of: Techland S.A., ul. Żółkiewskiego 3, 63-400 Ostrów Wielkopolski, Polska, or by e-mail to the e-mail address of: support@gemly.com.
3. The withdrawal statement may be made using the form the template of which is accessible [here](#), but use of the form is not compulsory.
4. In the case of withdrawing from the agreement, the Consumer is obligated to return the products with regard to which they withdrew from the agreement immediately, however, not later than within 14 days from the date when they

withdrew from the agreement. In order to keep the deadline it is only necessary to send back the product before the expiry of the deadline.

5. When withdrawing from the agreement the user will have to bear the direct costs of the product return.
6. The Shop has the obligation to return to the User all the payments made by the User immediately, but not later than within 14 days from the receipt of the withdrawal statement, including the costs of product delivery to the User (except for additional costs resulting from the User's choice of the delivery method other than the cheapest ordinary method offered by the Shop). However, the Shop may withhold the return of payments received from the User up to the moment when it receives the products back or up to the moment when the User supplies the proof of sending them back, depending on which of these events is earlier.
7. The Shop returns the payment using the same payment mode as those used by the User, unless the User expressly consented to another mode of refund which will be of no cost to them.
8. In the event of withdrawing from the agreement the User shall be liable for the reduction in the value of the product, resulting from using the product in the manner exceeding what was necessary to ascertain the nature, characteristics, and functionality of the item.
9. In order to avoid any doubts, the Shop informs that, pursuant to Article 38 of the act on consumer rights, the User has no right to withdraw from:
  1. a service agreement, if the Shop fully delivered the service upon express consent of the User who had been informed before the commencement of the service that after the delivery of the service they would lose the right to withdraw from the agreement;
  2. an agreement in which the User expressly required that the Shop came to them in order to perform an urgent repair or maintenance job; if the Shop provides additionally services other than those that were expressly required by the User or if it delivers items other than spare parts necessary for the repair or maintenance job to be performed, the User retains the right to withdraw from the agreement with regard to those additional services or items;
  3. an agreement under which items were delivered which, upon delivery, are inseparably connected with other items, due to their nature;
  4. an agreement under which the subject matter are sound or visual recordings or computer programs delivered in a sealed packaging, if the packaging was opened after delivery;
  5. an agreement concerning the delivery of digital content which is not recorded on a physical medium, if the delivery of the service commenced upon an express consent of the User before the deadline for withdrawing from the agreement and after the User was informed by the Shop about losing the right to withdraw.
10. For the avoidance of doubt we inform that, depending on the wording of the agreement entered into, the product activating code (so called 'key' to the game) may be delivered in a digital form or in a sealed package. In the event when the key to the game is delivered in a sealed package, in accordance with



point 7.9.d) above, and pursuant to Article 38(9) of the act on consumer rights, the User has no right to withdraw from the agreement if they have opened the original package. If the agreement is about the delivery of the product key in digital form, in accordance with point 7.9 e) above, and pursuant to Article 38(13) of the act on consumer rights, the User has no right to withdraw from the agreement if the service (i.e. the key to the game) was delivered upon an express consent of the User before the deadline for withdrawing from the agreement and after the User was informed by the Shop about losing the right to withdraw.

## **8. Complaints**

1. The Account User has the right to lodge complaints concerning the operations of the Shop. The rules for lodging complaints are contained in point 13 of the Terms of Use.
2. The aforementioned provisions in no way exclude, limit or suspend the rights of the User who is a consumer, which follow from the provisions of the Polish Civil Code concerning implied warranty for defects of the item sold.
3. 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>.

## **9. Limitation of liability for users who are not consumers**

1. The Shop excludes its liability under implied warranty with regard to users who are not consumers in the meaning of Article 221 of the Polish Civil Code.
2. The Shop's liability for non-performance or improper performance of the obligations resulting under the product sales agreement executed with or on behalf of the User who is not a consumer is restricted to the amount of damage or loss actually suffered by such User, however, not exceeding the price paid to the Shop by such User for the product, based on the agreement with the Shop.
3. The Shop is not liable for lost profits of the User who is not a consumer.
4. In the case of conjunction of contractual liability and tort liability, the User who is not a consumer may claim redress of the damage only under these Terms and within the limits specified above.

## **10. Personal data**

1. The Shop processes personal data of Account Users according the terms determined in the [Privacy Policy](#).

## **11. Final provisions**

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

# **Appendix 3 to the Terms of Use - Terms of Use of the Internet Forum**

## **1. General provisions**

1. These provisions concern the rules of the use by Users of the Techland's internet forum available at the internet address of: [forum.techland.pl](http://forum.techland.pl) (hereinafter "Forum").
2. The Forum makes it possible to exchange opinions and information between Forum users about Techland's products and other products and services presented on the Websites, and, specifically games.
3. Using the Forum is possible with the use of devices equipped with current versions of Internet browsers, access to the Internet, equipped with Javascript and with the "cookies" option turned on.

## **2. Users and accounts**

1. A User of the Forum is a person who registered themselves on the Forum and who has got an active Account on the Websites (hereinafter "User").
2. In order to obtain access to the Forum, the User should register themselves on the Forum, by filling out an electronic registration form on the Forum website (Techland.net) and providing the following data: e-mail address and the password.
3. The Account means an individual account of the User, identified through an individual login (e-mail address) and password, which were selected and indicated by the User during their registration. Access to the Forum takes place after the User logs in using their login (e-mail address) and password.
4. 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.
5. Opening and Account and participation in the Forum are free of charge.
6. The Forum operates in two language versions Polish and English.

## **3. Using the Forum**

1. After login into their Account, the User may participate in the Forum by expressing their opinions, comments, starting conversations, providing advice, discussions with other Users and Techland staff on the subjects related to the products presented on the Websites and on other subjects.
2. For those who do not have a Forum Account (so called "guests") the content posted by the Forum Users will be visible, however, a guest will not be able to actively participate in the Forum, e.g. they will be unable to add their opinions or comments.
3. Each Techland product presented on the [techland.net](http://techland.net) website has got a separate Forum section dedicated to the product.
4. The User is responsible for the way in which they use the Account and use other Services on the Websites, including the contents and form of the content posted by the Account User.
5. At the request of authorised state bodies, including their requests related to the proceedings pursued by such bodies, Techland will disclose the data of Account Users, held by Techland.

6. Any restrictions mentioned in the Terms of Use shall apply to the User and their actions taken on the Forum, including those mentioned in point 5.1 of the Terms. Notwithstanding the above, the User is obligated not to post on their Account or on the Forum:
  1. any content that infringes on the law or personal rights of third parties, or that is incompatible with the Terms;
  2. any content that incites racial, religious or ethnic hatred, or content that propagates violence, as well as any content generally considered morally reprehensible, an example of social misconduct or contrary to principles of morality;
  3. advertising messages of third parties;
  4. Content interfering with correct operation of the Forum, or use of the Forum by other Users, including transmission of unwanted materials (including promotional materials) or transmitting content that contains viruses or other malware.
7. The users who place their posts on the Forum disseminate their opinions at their own risk and liability. The User who places their post on the Forum is the party responsible for any possible claims of third parties on account of an infringement of the rights of such third parties, due to a post being published.
8. Please, be aware that in the case of any content being posted on the Forum by the Users (including photographs, drawings, texts, audio and video files and other elements), this content may be downloaded and disseminated by other Users, be it within the framework of the Forum or outside it, as well as by Techland. The User agrees to such use of that content by other Users and by Techland.
9. The users may contact the Forum administrator via a contact form available on the website under the "Contact" tab or by using the Forum functionality "Send a message to the Forum administrator".

#### **4. Personal data**

1. The use of the Forum is subject to Techland's Privacy Policy, available online under the "Privacy Policy" tab.

#### **5. Final provisions**

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