

**Terms of Service  
of Ten Square Games  
Last revised on: July 12, 2024**

These Terms of Service govern the relationship between you and **Ten Square Games S.A.** with its registered office in Wrocław, ul. Traugutta 45, 50-416 Wrocław, entered into the National Court Register – register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number: 0000704863, with a share capital of PLN 647 600 (fully paid up), with NIP number 8982196752, REGON number 021744780, and they form an agreement for service provision by electronic means (hereinafter the “**Agreement**”).

These Terms of Service apply as appropriate to your relationship with:

**Play Cool Zombie Sport Games sp. z o.o.** with its registered office in Wrocław, ul. Traugutta 45, 50-416 Wrocław, entered into the National Court Register – register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number: 0000580667, with a share capital of PLN 5,000, with NIP number 8982214450, REGON number 362748821;

**Tiny Dragon Adventure Games sp. z o.o.** with its registered office in Wrocław, ul. Traugutta 45, 50-416 Wrocław, entered into the National Court Register – register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number: 0000634216, with a share capital of PLN 5,050, with NIP number 8982223710, REGON number 365263544;

**Fat Lion Games sp. z o.o.**, with its registered office in Wrocław, ul. Traugutta 45, 50-416 Wrocław, entered into the National Court Register – register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number: 0000704592, with a share capital of PLN 5,000, with NIP number 8982238999, REGON number 368774363;

all part of the Ten Square Games S.A. Group (hereinafter jointly referred to as “**Ten Square Games,**” “**TSG,**” “**Us**” or “**We**”), regarding your use of Ten Square Games mobile and online services in the form of our mobile and web-based applications (“**Applications**”), the games available through the Applications (“**Games**”), our website ([www.tensquaregames.com](http://www.tensquaregames.com)) and its subdomains (“**Website**”) or our presence on third-party websites or apps (“**Third Party Platforms**”), as well as other platforms, websites, products, offerings and services that we may offer from time to time, all jointly referred to as “**TSG Services.**”

Before accessing or using the TSG Services you must accept these Terms of Service and read the Privacy Policy. Some TSG Services may require registering an account (“**Account**”).

If you access and use the TSG Services from a social media website, such as Facebook, or from other Third Party Platforms (Google, Apple), you should comply with their terms of service to the extent regulated therein and with these Terms of Service as regards the use of the TSG Services.

IF YOU DO NOT ACCEPT ANY PART OF THE CURRENT VERSION OF OUR TERMS OF SERVICE, YOU MAY TERMINATE THE AGREEMENT AND STOP USING THE TSG SERVICES.

**§1**

**[OWNERSHIP AND RESTRICTION OF USE]**

1. Ten Square Games is the exclusive owner of the TSG Services.
2. Any right, title and interest in and to the TSG Services and elements thereof (including without limitation any Game, its concept, themes, objects, characters, character names, stories, dialogs, catchphrases, artwork, animations, sounds,

musical compositions, audiovisual effects, methods of operation, chat transcripts, character profile information, your Game save data, as well as software, logos, graphic design elements, trademarks, databases, text, information, statements, images, photographs, designs and other material and content, graphics, interactive content, video and audio content, if displayed and/or used within or in connection with the TSG Services, plus any underlying elements of our Website or Applications, including but not limited to the source code, the object code and any documentation that relate to the functioning or Content of the Website or Applications) are legally protected. Ten Square Games reserves all rights, including without limitation all intellectual property rights or other proprietary rights in the TSG Services.

3. The names of other companies or products or services referenced by a TSG Service may be trademarks or service marks of their respective owners.
4. Nothing in these Terms of Service shall be understood to grant you ownership of any trademarks, service marks, trade names, copyright or other intellectual property rights or other rights in the TSG Services or elements thereof. You may only use the TSG Services as expressly permitted by these Terms of Service. All other access to and use of the TSG Services requires the prior written consent of Ten Square Games.

## **§2**

### **[LICENSE]**

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

## **§3**

### **[RESTRICTIONS ON USE OF THE TSG SERVICES]**

Any use of the TSG Services in violation of the following restrictions is prohibited and may result in the suspension or blocking of the Account and/or of any other TSG Services (Games, User Forums) or Agreement termination. You agree under any circumstances not to:

- a) Use the customer support of Ten Square Games in violation of the nature and scope of such services, especially by submitting queries concerning other users in such matters as their personal data, game scores, etc.
- b) Engage, use or take part (directly or indirectly) in cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the functioning of the TSG Services.
- c) Modify or cause the modification of any files that are part of the TSG Services without Ten Square Games' explicit written consent.
- d) Disrupt or otherwise adversely affect normal operation of the TSG Services or otherwise act in a way that may negatively affect other users' experience when using the TSG Services. This includes win trading and any other rank manipulation, taking advantage of errors in the TSG Services to gain an unfair advantage over other players and any other act that intentionally abuses or violates the design of the TSG Services.
- e) Disrupt, overload or aid in the disruption or overloading of any computer or server used to offer or support the Services.
- f) Engage, assist, or become involved in any type of attack on the TSG Services, including without limitation through distribution of a virus, denial of service or other attempts to disrupt the TSG Services or anyone's use thereof.

- g) Attempt to gain unauthorized access to the TSG Services, to Accounts registered for others or to computers, servers, or networks connected to the TSG Services otherwise than through the user interface provided by Ten Square Games, including without limitation by circumventing or modifying, or attempting to circumvent or modify, or inducing or aiding any other person to circumvent or modify, any security, technology, device or software that is part of the TSG Services.
- h) Post any User Content that is unlawful, insulting, threatening, obscene, defamatory, or racially, sexually, religiously or otherwise objectionable or offensive.
- i) Harass, abuse or harm anyone, including Ten Square Games' employees, and Ten Square Games' customer service representatives, or attempt, support or induce such actions.
- j) Use the TSG Services to share any User Content that infringes on any copyright, trademark, patent, trade secret, privacy right, publication right or any other right of any person or entity, or impersonate someone else, including without limitation an employee of Ten Square Games.
- k) Recreate, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of any underlying software or any other intellectual property used to provide the TSG Services or obtain any information from the TSG Services using any method not expressly permitted by Ten Square Games.
- l) Solicit login information or any other login credentials or personal data from other users of the TSG Services.
- m) Distribute spam (e.g., unsolicited commercial information).
- n) Engage in commercial, advertising or promotional activity, unless otherwise agreed in individual arrangements with Ten Square Games.
- o) Send the same message repeatedly or send many different messages at very short intervals (flooding).
- p) Abuse the return policy of third parties (such as Apple, Google) by regularly and frequently requesting refunds or by continuing to use the Content despite receiving a refund.

#### §4

##### [USER]

1. To be a user of the TSG Services, you have to be a natural person acting for purposes not related to your business or professional activities who, at the moment of Account registration, is over 18 or is of legal age according to the applicable law of their place of residence and has full capacity to engage in legal transactions ("**User**").
2. By accepting these Terms of Service and accessing the TSG Services, you confirm that you are over 18 years old or are of legal age according to the applicable law of your residence and have full capacity to engage in legal transactions.
3. You acknowledge that the TSG Services may include content which is intended strictly for Users of legal age so you use the TSG Services at your own responsibility and risk.

#### §5

##### [PERSONAL DATA]

1. Accessing and making use of the TSG Services may require you to provide TSG with personal data, which is collected, used and disclosed in accordance with the TSG Privacy Policy ("**Privacy Policy**"). The Privacy Policy is available [here](#).
2. Ten Square Games processes your personal data on the terms as described in the Privacy Policy.

## **§6**

### **[TECHNICAL REQUIREMENTS FOR USE OF THE TSG SERVICES]**

1. Access to the TSG Services requires hardware, including a computer or a mobile device with an up-to-date operating system (Microsoft Windows or macOS for computers; Android or iOS for mobile devices), a web browser that supports cookies and Internet connection. The types of supported browsers include in particular: Google Chrome, Mozilla Firefox, Microsoft Edge – the latest versions. Proper operation of the Game and the TSG Services may require installing plug-ins, and registration requires an email address.
2. For reasons including, but not restricted to, system security, stability, and multiplayer interoperability, Ten Square Games may need to automatically update or otherwise enhance the TSG Services and, consequently, the technical requirements for use of the TSG Services may change over time. You agree to such automatic updates.
3. Ten Square Games does not guarantee that you will be able to access or use the TSG Services at the time or location of your choice.
4. For certain TSG Services to function properly, it may be required to install the most current versions of the operating systems for the devices which you want to use in order to access the respective TSG Service. You should install such updates in accordance with the recommendations of the manufacturer of your device and the related operating system.
5. You bear any costs related to access to the TSG Services via any online, wireless or other telecommunications services, such as any charges for browsing websites, sending messages and using data in the network of the Internet provider or the wireless network operator.

## **§7**

### **[TSG SERVICES]**

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

- a) User Account,
- b) Games,
- c) Content,
- d) User Forums.

## **§8**

### **[AGREEMENT CONCLUSION, TERMINATION AND PERFORMANCE]**

1. The Agreement for the TSG Services is concluded:
  - a) for the Account, Game and User Forum – the moment the Account, Game or User Forum is made available to you or your device;
  - b) for the Content – the moment the Purchase Order placed by you is confirmed, as you select the appropriate button confirming the creation of the obligation to pay.
2. The Agreement is terminated – for the Account, Game and User Forum – the moment TSG deletes the Account.
3. The Agreement shall be deemed performed by TSG:
  - a) in terms of Content provision – the moment the ordered Content is provided to you for use within the Game;
  - b) in terms of the other TSG Services – the moment such TSG Services are accessed by you or your device.

4. TSG shall commence Agreement performance (provision of the Content or the Service) promptly after it is concluded but if the Agreement requires you to make a payment, TSG shall commence Agreement performance after you correctly make the payment and the payment is received by TSG. For Content provision, this may take up to 24 hours.
5. If TSG fails to perform its obligation referred to in §8(3) hereof, you may demand that TSG perform this obligation. In such a case, TSG shall exercise due diligence to perform the obligation without undue delay or within any additional time limit as may be agreed with you on a case-by-case basis.

## §9

### [ACCOUNT]

1. Using the TSG Services may require registering a User Account directly in the respective TSG Service or on a Third Party Platform, such as Facebook, Google or Apple (each an "**Account**").
2. To register directly, fill out an electronic form and give the requested data, including in particular an email address. The Account is created after the email address is verified through a verification link sent thereto.
3. If you register for or access a particular TSG Service through a Third Party Platform, the Account will be created immediately after your profile is verified and after you sign in to the Platform.
4. To register directly, you must set a User name and password ("**Login Information**"). You may change the User name and password at any time in your Account.
5. Ten Square Games reserves the right to delete or recover any User names, including User Accounts, at any time if you breach the law, the mores or these Terms of Service, especially if your User name or Account name is obscene, offensive or discriminatory.
6. You must keep the Login Information confidential.  
You shall not share the Account or the Login Information with anyone nor let anyone else access your Account or do anything else that might jeopardize the security of your Account. If you become aware of or reasonably suspect any breach of security, including but not restricted to any loss, theft, or unauthorized disclosure of the Login Information, you must promptly notify Ten Square Games and change your Login Information.
7. You are not allowed to use the Account of any other User.
8. TSG shall not be liable for any losses suffered by you as a result of your Account or password being used by someone else for reasons attributable to you.
9. Any questions concerning unauthorized use of your Account may be emailed to TSG through the Website by using the Support section or through your Account by using the Help section.
10. Every User may have only one Account at a time within one Service, unless Ten Square Games agrees to having one shared Account for various Services forming part of the TSG Services.
11. You must not buy, sell, rent or give away your Account, create an Account using a false identity or false information or on behalf of someone other than yourself, or attempt to do so.
12. Within the Account you may make purchases and payments. You represent that you are allowed to use the method of payment linked to your Account. You are bound by any rules that apply to your Account, including payment and purchasing rules.
13. Within the Account, you may store some information, in particular regarding the course of the Game, and upload the artwork that identifies you (hereinafter also "**Avatar**") as well as upload User Content.

14. You acknowledge and agree that you do not own your Account and that all rights in your Account are owned by TSG. Ten Square Games has a right to log in to and operate your Account if this is necessary to exercise TSG's ownership rights, as well as for security reasons or to ensure proper provision of any of the Services or to delete any User Content which is in breach of the law, the mores or these Terms of Service.

## §10

### [GAMES]

1. Ten Square Games provides Games to Users. To play a Game, you need an Account which authorizes you to play the Game free of charge.
2. You have no right to update the Game on your own or correct any errors. Promptly report any errors you may find to Ten Square Games using, among others, support channels described in §25.
3. Detailed descriptions of a Game, the rules thereof and the Content available within the Game are contained within the Game.
4. Ten Square Games reserves the right to terminate the provision of a specific Game for tax-related or economic reasons or in connection with its development strategy. In such a case, TSG shall make every effort to inform you about any such decisions in due time and shall follow the termination procedure as set forth in §20.

## §11

### [CONTENT]

1. Content means special options in the Game provided to Users. Content includes in particular: items, upgrades and virtual currency ("**Game Currency**"; collectively "**Content**"). Content may vary depending on the Game.
2. Content may be a) won during gameplay; b) granted by TSG free of charge; c) purchased and subject to a fee, which can change over time (increase or drop).
3. The applicable fees are displayed in the Game in connection with the respective Content. Fees include all applicable taxes, in particular the VAT.
4. Ten Square Games reserves the right to change the pricing of in-Game Content at any time.
5. Content can be purchased for real money, granted by TSG or won during gameplay, but it has absolutely no cash value. Game Currency is entirely non-transferable and has no actual value.
6. Content may never be bought for actual monetary instruments other than money, goods or other items of monetary value from Ten Square Games or any other party. It may only be used within a Game and in accordance with the Game rules. If the Game rules provide that you can use Content (especially Game Currency) to purchase other Content (especially items or upgrades) within a Game, such purchase is not a transaction in the real world. Ten Square Games shall not be liable for any such transactions taking place outside the TSG Services.
7. You agree not to sell, trade, buy from or otherwise transfer Content to any person or entity other than TSG, including but not limited to any other User or third party, or in any other way exchange the Content for real money or for any real goods.
8. Any Content you purchase, win during gameplay or receive from TSG is licensed to you on a limited, personal, non-transferable and non-sublicensable basis and only for non-commercial use in a Game.
9. You may pay for Content using the methods available in the Applications, which may include payment by your credit card, electronic bank transfer or via your Apple,

Google, or other similar accounts. To make a payment you might be asked to accept the terms and conditions applicable to the payment method you choose, including any additional payment processing fees which may apply. TSG is not a payment service provider and shall not be liable for any potential issues related to the services provided by the payment service provider in connection with the purchase. For more on payments, see §13.

10. Ten Square Games shall not be liable for any Content which you spent, lost, damaged, deleted or used inappropriately, or for any gameplay interruptions or premature Game terminations which are caused by external factors not attributable to Ten Square Games and which result in any Content being spent, lost, damaged, deleted or used inappropriately.

## §12

### [CONTENT PURCHASE]

1. Purchase Orders for Content may be placed 24/7.
2. You select the type and the quantity of the Content you want to buy and the payment method ("**Purchase Order**"). A Purchase Order is an offer made by you as regards the provision of specific Content.
3. Before placing a Purchase Order, you are informed about the Content you order with a brief Content description and the amount to be paid.
4. You are required to pay for the Purchase Order in advance.
5. You can modify your Purchase Order until it is confirmed with the "Order and pay" button (or another equivalent button).
6. You may be redirected to a website of an external payment service provider to make a payment after you choose the payment method and select an appropriate button which confirms that a payment obligation arises on your part.
7. TSG accepts the offer by sending a confirmation email to your email address and/or confirming the transaction via communication tools available within the Game.
8. The Content Service is deemed completed by TSG the moment you receive the Content within your Account.
9. After receiving the Content, you may use it in the Game at any time but not later than by the termination or rescission date of the Agreement for provision of a Game or Content ("**Active Period**").

## §13

### [PAYMENTS]

1. You represent that you are authorized to use the chosen payment method and that any payment information you provide is true and accurate.
2. You authorize TSG and/or the applicable payment provider to charge you for the purchase made using the chosen payment method. You must promptly update all billing information to keep it current, complete, and accurate (such as a change to the billing address, credit card number, or credit card expiration date), and you must promptly notify us and the relevant payment service provider if your credit card was canceled, lost or stolen or if the security of your payment method otherwise became compromised.
3. Any applicable fees are payable in advance and, after Agreement performance with respect to a specific TSG Service, are in principle non-refundable in whole or in part. In particular, any payment for Content, after the Content is provided by TSG to you in accordance herewith, is in principle final and non-refundable.
4. Since every payment method available to you requires transfer authorization, which is individual and assigned to you, we consider every payment which comes from your

Account or mobile device as made by you, unless we were informed before such a transfer about any suspected or actual breach of security.

5. Whenever our Content is purchased through Third Party Platforms (e.g., App Store, Google Play), the transaction is processed by such a third party and is governed by its terms and conditions. Consequently, we have no control over how it progresses and we may receive very limited information regarding your purchases. We may be unable to provide you with your shopping history information which you expect from us.

## §14

### [UPDATES AND MODIFICATIONS]

1. TSG may correct, update or modify the TSG Services ("**Update**"). Within an Update, TSG may, in particular but not only: modify the TSG Services or Content, improve their security, change or improve their availability and other properties, which includes any modifications as may be required to make the TSG Services comply with these Terms of Service. We reserve the right to temporarily suspend the availability of the TSG Services during an Update but we will make every effort to restore their availability as soon as possible.
2. Ten Square Games reserves the right to terminate the provision of a specific TSG Service for tax-related or economic reasons or in connection with its development strategy. In such a case, TSG shall make every effort to inform you about any such decisions in due time and shall follow the termination procedure as set forth in §20.
3. TSG shall keep you informed about any Updates on the terms as defined herein, including those in §24.
4. You acknowledge that some Updates may be required to ensure proper functioning of the TSG Services. In such a case, you should follow the instructions and recommendations regarding their installation as communicated by TSG (where required). If you fail to install an Update provided by TSG in accordance with the Agreement within reasonable time, Ten Square Games shall not be liable for any resulting nonconformity between a TSG Service and the Agreement, provided that you were informed about the Update and about the consequences of failure to install it.
5. The TSG Services are in principle provided to you in their latest version available at the time of Agreement conclusion. However, the TSG Services keep evolving, especially in order to meet the expectations of Users. Consequently, TSG reserves the right to offer and provide to you the TSG Services in new test versions, of which you shall be informed in advance.
6. As part of an Update, Ten Square Games has the right to manage, adjust, modify, control or delete the Content at any time. Such an Update may apply to the Content available for purchase as part of a Game and/or the Content already bought by you, which are in their Active Period as defined in §12(9). Ten Square Games shall inform you about such major changes (especially about what will change and when) in due time but not later than 14 days before the change to give you an opportunity to make use of any Content which you purchased but which you did not manage to use yet. At its discretion, Ten Square Games may offer a refund for or replacement of any Content which is subject to management, adjustment, modification, control or deletion, by offering you new or different Content within the same Game. After the Update date and provided that the above information requirement is complied with, TSG shall not provide refunds for any Content which was managed, adjusted, modified, controlled or deleted. Still, you retain the right to termination referred to in §14(7) hereof.



7. You acknowledge that TSG has the right to make Updates and that the TSG Services are a product that may change over time (e.g., through change of the conceptual, artistic or business direction, in order to balance the entertainment, the economics etc.) and that as a result certain TSG Services may be added, deleted, modified or replaced. TSG shall inform you about any planned change which may have a major and adverse impact on your access to or use of the TSG Services. The information shall be sent to you in due time. In the event of such a change, you may terminate the Agreement without notice within 30 days of the change or of being informed by TSG of the change. The right shall not apply if TSG gives you the right to retain the TSG Service affected by the change in a form that is in conformity with the Agreement, not changed and at no additional cost to you.

## **§15 [USER CONTENT]**

1. **"User Content"** means any communications, images, sounds, and all the material, data and information that you or other Users upload or transmit through the TSG Services, including without limitation any chat text.
2. By uploading or transmitting any User Content while using the TSG Services, you confirm, represent and warrant that such uploaded or transmitted content:
  - a) is not confidential or misleading;
  - b) is not in violation of any laws, contractual restrictions or other third party rights, and that you were authorized by any third party whose personal information or intellectual property is contained in the User Content;
  - c) is free of viruses, adware, spyware, worms or other malicious codes.
3. Ten Square Games shall not be liable for the conduct of any User uploading any User Content and shall not be responsible for monitoring the TSG Services for inappropriate User Content or conduct.
4. Your use of the TSG Services is at your own risk. By using the TSG Services, you may be exposed to User Content that is offensive, obscene or otherwise not in line with your expectations.
5. You are solely responsible for any information which you post on, through or in connection with the TSG Services and which you share with others.
6. If you send spam (e.g., unsolicited commercial information), Ten Square Games reserves the right to temporarily or permanently block your ability to send messages within the TSG Services.

## **§16 [USER FORUMS]**

1. A User Forum is any area, site or feature offered as part of an Account or a Game (including without limitation any discussion forum, message board, blog, chatroom, or personal messaging features) that enables you to upload, transmit, post, display, create, distribute and/or view User Content and/or communicate, share or exchange User Content with other Users.
2. To use a User Forum, you need an Account.
3. You acknowledge that Users Forums and the User Content therein are for public and not private communications. You further acknowledge that anything you upload, post, transmit, communicate, share or exchange by means of any User Forum may be viewed by other Users so you have no expectations of privacy with regard to any such messages or posts.

4. Ten Square Games cannot guarantee that other Users will not use ideas and information that you share. Therefore, if you have any idea or information that you would like to keep confidential and/or you do not want others to use, do not post it in the TSG Services. Ten Square Games shall not be responsible for evaluating or using or compensate you for any ideas or information you may choose to upload.
5. You are solely responsible for the User Content you upload, post, transmit, communicate, share or exchange by means of any User Forum and for the consequences of uploading or posting the same.
6. Ten Square Games shall not be obligated to and does not regularly moderate User Forums but it reserves the right to check any posted User Content. Ten Square Games may delete, modify or transfer any User Content on a Forum if it is obscene, offensive or discriminatory or violates the law or these Terms of Service, is off-topic (OT), repetitive or contains emoticons only. Ten Square Games may warn you that the User Content you send does not comply with the rules specified herein. For the same reasons, TSG may close threads.
7. Users may communicate via forums, groups, etc. provided by Third Party Platforms, such as Facebook or Twitter. Such forums are beyond the scope of the TSG Services and are subject to the terms of use of such Third Party Platforms.

## **§17**

### **[LICENSE FOR TEN SQUARE GAMES]**

1. You hereby grant to Ten Square Games an irrevocable, perpetual, transferable, royalty-free, worldwide sublicensable and assignable license and the right to copy, reproduce, adjust, adapt, modify, create derivative works from, produce, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide electronic access to, broadcast, communicate to the public using telecommunication devices, screen, perform, save on a computer, enter online, and use, in practice, in any way, your User Content as well as all any derivative works thereof.
2. You shall not exercise the right to mark the User Content with your name or nickname and/or any moral rights you may have in your User Content, whether or not your User Content is altered in any way.
3. Ten Square Games does not claim ownership of your User Content and nothing in these Terms of Service is intended to restrict any rights that you may have to use the User Content. Ten Square Games has no obligation to monitor or enforce your intellectual property rights in your User Content.

## **§18**

### **[USER INTERACTIONS]**

You are solely responsible for your interactions with other Users of the TSG Services and any other parties with whom you interact through the Services. Ten Square Games reserves the right, but has no obligation, to become involved in any potential disputes. At the same time, Ten Square Games disclaims any implicit or explicit duty to monitor any disputes between Users.

## **§19**

### **[TERMINATION OF TSG SERVICE USE BY A USER]**

1. You may terminate your use of the TSG Services at any time effective immediately without cause.

2. To terminate your use of the TSG Services you should contact Ten Square Games by sending a message through the Support section on the Website or through the Help section in your Account. If you communicate such information to Ten Square Games as described above, this is tantamount to your termination of the Agreement in terms of the provision of Account services and access to relevant TSG Services by Ten Square Games.
3. Upon termination of the TSG Services, Ten Square Games shall delete the Account. However, you acknowledge that your personal data may still be processed by Ten Square Games after that time on terms and for purposes as described in the Privacy Policy, in particular in order to assert or defend any claims or to comply with legal obligations of Ten Square Games.

## **§20**

### **[SUSPENSION AND TERMINATION OF TSG SERVICE PROVISION BY TSG]**

1. Ten Square Games may terminate the Agreement with you with a 14 days' notice for the following important reasons:
  - a) change in the laws governing or affecting the mutual rights and obligations of Ten Square Games and you, especially the provision of digital content and services, service provision by electronic means as specified herein, or change in the interpretation of such provisions as a result of court rulings, decisions, recommendations or guidelines of competent authorities or bodies, and any other change in the laws affecting your relationship with Ten Square Games;
  - b) change in the scope and method of the TSG Service provision or change in the scope of the TSG Services caused by technical or technological reasons;
  - c) change in the scope of the TSG Service provision caused by the introduction of new or termination of existing Content by Ten Square Games;
  - d) discontinuation of a particular Game, Content or any other TSG Service for tax-related or economic reasons or due to the development strategy of TSG;
  - e) change in how the TSG Services are provided in connection with amendment of contracts or terms of service of the parties working with Ten Square Games;
  - f) a breach hereof, especially of the terms related to the restrictions on use of the TSG Services specified in §3 or breach of the law by you during or in connection with your use of the TSG Services;
  - g) your inactivity in a particular Game for at least one year.
2. Ten Square Games may suspend the Account if it suspects:
  - a) a breach of the terms hereof related to the restrictions on the use of the TSG Services specified in §3 or breach of the law by you during or in connection with your use of the TSG Services;
  - b) your willful misconduct to the detriment of other Users, third parties or Ten Square Games.
3. Ten Square Games may suspend the Account for the time required to determine grounds of the above-mentioned circumstances but for a period not longer than 14 days.
4. Ten Square Games may block the Account and terminate the Agreement with a 14 days' notice for the following important reasons:
  - a) a breach hereof, especially the restrictions on the TSG Services specified in §3 or breach of the law by you during or in connection with your use of the TSG Services;
  - b) your willful misconduct to the detriment of other Users, third parties or Ten Square Games.
5. After termination of the TSG Service provision, you lose the access to the Account together with your User name and persona in the TSG Service and any benefits,

privileges, or any items earned or purchased which are associated with your use of the relevant TSG Service, including Content. Ten Square Games is under no obligation to compensate you for any such losses or results.

6. Ten Square Games reserves the right to refuse to provide the TSG Services to a User with whom TSG terminated an Agreement due to the User's actions.

## **§ 21 [RESPONSIBILITY]**

1. It is your responsibility to make sure that the digital environment through which you use the TSG Services is compatible with the technical requirements defined in the Agreement or otherwise (e.g., in a Notice, in the Account, directly in a relevant TSG Service).
2. You are required to cooperate with TSG to establish if unavailability or improper functioning of a TSG Service results from reasons attributable to your digital environment (e.g., your device, Internet connection). TSG shall use technical measures which affect the User to the smallest degree.
3. Ten Square Games shall make every effort to keep the TSG Services in conformity with the Agreement. You acknowledge that Ten Square Games may refuse to bring the TSG Services to conformity with the Agreement if this would require Ten Square Games to incur excessive costs or if this is impossible.
4. In addition to the liability provided for in the Agreement and without prejudice to your rights under applicable laws, Ten Square Games does not provide any (additional) warranty, whether express or implied, including any warranty that you will be able to access or use the TSG Services anywhere and at any time or that the TSG Services will be error-free and uninterrupted (although we make every effort to make it happen). Ten Square Games always complies with the applicable laws and does not exclude any rights the Users may have thereunder.
5. The terms hereof are not intended to exclude or limit any rights you may have under applicable laws.

## **§22 [RIGHT OF WITHDRAWAL]**

1. You have the right to withdraw from the Agreement (this applies to the Agreement in terms of Account handling, Game provision and provision of other TSG Services) within 14 days of its conclusion without cause and without incurring any costs [other] than provided by law.
2. If you exercise the right to withdraw from the Agreement, you may do so by submitting a notice of withdrawal to Ten Square Games. The notice may be submitted through the Agreement withdrawal form in Appendix 1 hereto. This does not limit your right to submit any other binding notice communicating your withdrawal decision.
3. The notice should include the information required to identify you and the Agreement: at least the User name, User ID (UID), email address, type of Agreement and subject matter of the Agreement.
4. The notice of withdrawal shall be sent through the Support section of our Website or through the Help section of the User Account.
5. The time limit for submission of a withdrawal notice shall be considered observed if the notice is sent before the expiry of the time limit for withdrawal from the Agreement.

6. In the event of withdrawal from the Agreement, the Agreement is considered not concluded. TSG shall refund all payments received from you without undue delay and in any case not later than within 14 days following the date when TSG was informed about your decision to withdraw from the Agreement. The payment shall be refunded using the same method which you chose to make the payment unless you expressly agree to another method of providing the refund, one not entailing any costs for you. If you withdraw from the Agreement because the TSG Service is not in conformity with the Agreement, TSG shall only refund the price in the part corresponding to the TSG Service that is not in conformity with the Agreement and to the TSG Service which is no longer required to be provided due to the withdrawal from the Agreement.
7. If before the commencement of the TSG Service provision you were informed that after the performance of the TSG Service you lose the right to withdraw from the Agreement, you may agree to full performance of the TSG Services immediately after the conclusion of the Agreement. If you so agree, you have no right to withdraw from the Agreement because a certain service is already performed by TSG.
8. Ten Square Games hereby informs you that to the extent you access a TSG Service through Third Party Platforms (e.g., download a mobile app from App Store or Google Play), your activity of this type is subject to the regulations of the owners of such Platforms (Apple and Google, respectively), also in terms of your right, where applicable, to withdraw from the Application access agreement.

### **§23 [COMPLAINTS]**

1. You may file a complaint with regard to the TSG Services described herein ("**Complaint**"). Complaints about nonconformity of the TSG Services with the Agreement are reviewed in accordance with applicable regulations, including provisions of §23(2) through §23(7) hereof.
2. Provided that it is clear from a statement of TSG or from the circumstances that TSG will not provide the Content or Service (e.g., if TSG does not supply the Content or Service within 14 days and fails to contact you), you may withdraw from the Agreement without additionally requesting TSG to supply the same. You also have a right of withdrawal if TSG arranges so with you, or it is clear from the circumstances, that TSG will not supply the Content or Service within a time limit that was essential for you.
3. Based on a Complaint, if the TSG Service is not in conformity with the Agreement, you may request TSG to bring the TSG Service to conformity with the Agreement. If the request is justified, TSG shall bring the TSG Service to conformity with the Agreement within a reasonable time (usually 14 days) from the moment when TSG was properly informed by you about such nonconformity. TSG shall handle the process of bringing the TSG Service to conformity with the Agreement without excessive inconvenience for you. However, TSG may require you to cooperate in this respect, especially by providing required information to TSG as may be requested from you by TSG (especially as specified in §23(9)). In the process of bringing the TSG Service to conformity with the Agreement, TSG shall take into account the nature and intended purpose of the TSG Service.
4. If TSG fails to bring the TSG Service to conformity with the Agreement or if TSG fails to comply with the obligations referred to in §23(3) above, you may submit a notice of

price reduction or withdrawal from the Agreement concerning the TSG Service. You also have such rights if:

- a) Bringing the TSG Service to conformity is impossible or requires excessive costs. In assessing if the costs are excessive, TSG takes in account all circumstances of the case, especially the significance of the nonconformity with the Agreement and the value of the relevant nonconforming TSG Service.
  - b) TSG does not bring the relevant TSG Service to conformity with the Agreement in accordance with §23(3) above, i.e. within reasonable time after TSG was informed by you about the nonconformity with the Agreement and without excessive inconvenience for you, taking into account the nature and intended purpose for which the TSG Service is used.
  - c) The TSG Service continues to be nonconforming despite TSG's having attempted to bring it to conformity with the Agreement.
  - d) The nonconformity of the TSG Service with the Agreement is significant enough to justify price reduction or withdrawal from the Agreement without exercising the right to demand that the TSG Service be brought to conformity with the Agreement in accordance with §23(3).
  - e) It is clear from TSG's statement or from the circumstances that TSG will not bring the TSG Service to conformity with the Agreement, in accordance with §23(3).
5. If price reduction is requested, it must be in the same proportion to the price arising from the Agreement in which the value of the nonconforming TSG Service remains to the value of a conforming TSG Service. Where the TSG Service is provided in parts or continuously, the price reduction shall account for the time during which the TSG Service was nonconforming.
  6. You may not withdraw from an Agreement regarding a TSG Service if the TSG Service is provided in return for payment of the price and the nonconformity with the Agreement is insignificant.
  7. If you withdraw from the Agreement, TSG may prevent your further use of the TSG Service, especially by blocking your access to the TSG Service or blocking your Account.
  8. You may file a Complaint by sending a message through the Support section of the Website or through the Help section of the User Account.
  9. A Complaint should include at least your User name, User ID (UID), email address, subject matter of the Complaint and the justifying circumstances and the resolution expected by the User.
  10. Ten Square Games reviews and responds to Complaints as soon as possible but not later than 14 days after the Complaint filing date.
  11. TSG sends the reply to a Complaint to your email address, if provided. Otherwise, TSG shall use other means of communication with you, especially within the Account.
  12. In order to comply with obligations under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), TSG informs you about the website of the European Commission's entity for online consumer dispute resolution available at the following link: <https://webgate.ec.europa.eu/odr/>.
  13. Ten Square Games did not undertake to use ADR (alternative dispute resolution) entities to resolve disputes with consumers. If you are not satisfied with our response to or resolution of your Complaint, you may file a lawsuit to a competent court.

**§24**  
**[NOTICES]**

1. Unless these Terms of Service provide otherwise, communication between Ten Square Games and you (any notices, information and statements) shall take place through electronic means of communication.
2. You may contact Ten Square Games through the Support section of the Website or through the Help section of your Account.
3. Ten Square Games may contact you via an email address, if provided, and via the communication channels available within the Account, which you acknowledge and agree to by accepting these Terms of Service.
4. Ten Square Games will provide you with legally required information by sending messages to your email address attached to the Account or via the means of communication available within the Account. Ten Square Games shall use the means of communication available within the Account whenever it does not receive your email address (especially if you use the TSG Services through Third Party Platforms) or if your email address is invalidated, canceled or you cannot be contacted by email for any other reasons.

**§25**  
**[TECHNICAL SUPPORT]**

1. Ten Square Games provides customer support to Users.
2. Within customer support, you may contact Ten Square Games through the Support section of the Website or through the Help section of the Account.
3. Customer support is free of charge and available regardless of Account registration.
4. Your request may be related to any aspect of the TSG Service provision by Ten Square Games, especially (but not limited to):
  - a) lack of access to a Game, the Account or any other TSG Service;
  - b) technical issues within a Game or the Account;
  - c) payment transfer issues.
5. We make every effort to reply as quickly as possible.

**§26**  
**[SEVERABILITY]**

You and Ten Square Games agree that if any provision hereof is found to be illegal or unenforceable in whole or in part by any court of a competent jurisdiction, such provision shall, with regard to such a jurisdiction, be unenforceable only insofar as it was found invalid or unenforceable without otherwise affecting the validity or enforceability thereof in any other jurisdiction and without affecting the remaining provisions hereof, which shall remain in full force and effect.

**§27**  
**[NO WAIVER]**

1. No failure of Ten Square Games to demand or enforce your strict performance of any provision hereof or exercise any right hereunder shall be construed as waiver or relinquishment by Ten Square Game of its right to subsequently claim or invoke any such provision.
2. Except as expressly and specifically set forth in these Terms of Service, no representation, statement, consent, waiver, or other act or omission by Ten Square

Games shall be deemed as modification of these Terms of Service nor as legally binding, unless documented in writing and bearing handwritten signatures of you and a duly appointed director of Ten Square Games.

**§28  
[FORCE MAJEURE]**

Neither Ten Square Games nor you shall be liable for any delayed performance or non-performance hereof resulting from factors beyond the control of Ten Square Games or you, including without limitation any non-performance of the Agreement resulting from unforeseen circumstances or factors beyond the control of Ten Square Games or you, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, flood, accident, strike, or shortage of transportation facilities, fuel, energy, labor or materials.

**§29  
[AMENDMENTS]**

1. Ten Square Games reserves the right to amend these Terms of Service at any time at least for one of the following valid reasons:
  - a) change in the laws governing or affecting the mutual rights and obligations of Ten Square Games and you, especially the provision of digital content and services, service provision by electronic means as specified herein, or change in the interpretation of such provisions as a result of court rulings, decisions, recommendations or guidelines of competent authorities or bodies, and any other change in the laws affecting your relationship with Ten Square Games;
  - b) change in the way of providing the TSG Services exclusively for technical or technological reasons;
  - c) change in the scope or method of the TSG Service provision caused by the introduction of new or termination of existing TSG Services;
  - d) change in how the Services are provided in connection with amendment of contracts or terms of service of parties working with Ten Square Games;
  - e) elimination of interpretation-related uncertainties or ambiguities related to the text of the Terms of Service;
  - f) any change, development or deletion of a functionality within one of the TSG Services or the need to adapt these Terms of Service to an update of such a functionality;
  - g) expansion of the availability of the TSG Services to new platforms;
  - h) changes to any Ten Square Games corporate details specified hereinabove.
2. Ten Square Games shall inform you about any amendments and provide you with a consolidated text of these Terms of Service by posting it on the Website and, if you have an Account, by sending it to the email addresses attached to the Account or otherwise within the Account. If Ten Square Games does not receive your email address (especially if the User uses the TSG Services through Third Party Platforms) or if your email address is invalidated, canceled or you cannot be contacted by email for other reasons, Ten Square Games shall provide you with the consolidated text hereof through the User Account.
3. An amendment of the Terms of Service is effective 7 days after the Users are informed thereof. If you do not accept the amended Terms of Services, you are entitled to terminate the Agreement without the notice period before the amended



Terms of Service become effective through the Website by using the Support section or through your Account by using the Help section.

4. If any law, court ruling or a similar act of a competent authority makes it necessary to amend the Terms of Service sooner than as stated in §29(3) above, Ten Square Games shall notify you about this. The notification shall include the reason for introducing the amendment so soon and the effective date thereof.

### **§30 [MISCELLANEOUS]**

1. The current version of the Terms of Service is available [here](#).
2. Insofar as permitted under the applicable law, the registered office of TSG shall be considered as the location where the services hereunder are provided.
3. This Agreement shall be governed exclusively by the laws of the Republic of Poland.
4. To the broadest possible extent, conflict of law provisions shall be excluded and Polish courts shall have the exclusive jurisdiction.
5. Should any portion hereof be found to be unenforceable, this shall not affect the enforceability of any other part hereof.
6. These Terms of Service shall, as of the date hereof, replace any prior arrangements of Ten Square Games to the extent covered hereunder.

## Appendix 1 to the Terms of Service

### **Withdrawal form template**

(fill out and submit this form only if you wish to withdraw from the Agreement)

- Addressee:

Ten Square Games SA, ul. Traugutta 45,

50-416 Wrocław, Poland

email: [support\\_pl@tensquaregames.com](mailto:support_pl@tensquaregames.com)

- I/We\* hereby withdraw from the agreement for the provision of the following service

- Agreement conclusion<sup>(\*)</sup> / receipt date<sup>(\*)</sup>

- User name or User ID (UID),

- Address of the consumer(s)

- Signature of the consumer(s) (only if the form is sent as a hard copy)

- Date

<sup>(\*)</sup> Delete as appropriate.