

## TERMS & CONDITIONS

This document constitutes an agreement (the “Agreement”) between you - the User and Bloober Team S.A., Polish company with its registered office in Krakow, Cystersów 9, 31-553 Kraków, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków - Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS number 0000380757, subsidiaries, and affiliates (the “Company”) that governs the relationship between you – the User and the Company with respect to User’s use of the Online Services.

The Company provides access to the Online Services and any related services subject to User’s compliance with this Agreement. Thus, it is important that you – the User carefully read and understand this Agreement.

## DESCRIPTIONS OF ONLINE SERVICES

Subject to full compliance with this Agreement, the Company may offer to provide services in the Website, including the technical assistance, means of communication and customer services, sending marketing offers, newsletters, providing technical support for Users, filling in questionnaires concerning the Website and making other functionalities of the Website available (collectively the “Online Services”). Online Services shall include, but not be limited to, any service or content the Company provides to User, including any materials displayed or performed.

## TRADEMARK AND COPYRIGHT INFORMATION

All Online Services material, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, licensed to, or used with permission by the Company and is protected by copyright, trademark, and other intellectual property rights. The Online Services material is made available solely for User’s personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means, without the express prior written consent of the Company in each instance. User may download material intentionally made available for downloading through the Online Services for personal, non-commercial use only, provided that User keeps intact any and all copyright and other proprietary notices that may appear on such materials.

## CODE OF CONDUCT

The following rules, policies, and disclaimers shall govern and/or apply to User’s use of the Online Services. User agrees, by using the Online Services, that: (1) will only use the Online Services for lawful purposes, in compliance with applicable laws, for User’s own personal, non-commercial use; (2) will not restrict or inhibit any other user from using or enjoying the Online Services (for example, by means of harassment, hacking, interfering, adversely affecting, or defacement); (3) will not use the Online Services to create, upload, or post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of one’s privacy, in violation of any law, or is inconsistent with community standards; (4) will not post, upload, or create any copyrighted material using the Online Services unless User owns the copyright in and to such material; (5) will not post, upload, or transmit any information or software that modifies or alters the Online Services in any way or that contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component; (6) will not post, upload, create, or transmit materials in violation of another party’s copyright or other intellectual property rights; (7) will not cheat or utilize any unauthorized robot, spider, or other program in connection with the Online Services; (8) will not impersonate any other individual or entity in connection with User’s use of the Online Services, and (9) will not provide assistance, guidance, or instruction to any other individual or entity regarding any of the above. All determinations will be made by the Company in its sole discretion. To the fullest extent allowed by applicable law, User’s use of the Online

Services is at User's own risk and the Company is not responsible for any loss, damage, or unsatisfactory performance related to the Online Services. Company reserves the right to reveal User's identity (including whatever information is known about User) without notice to User in certain circumstances set forth in Company's Privacy Policy. Please visit <http://layersoffears.com/privacypolicy> for more details.

## LIMITED LICENSE BY THE COMPANY

The Company grants User a limited, non-sublicensable license to access and use the Online Services. Such license is subject to this Agreement and specifically conditioned upon the following: (i) User may only view, copy and print portions of the Online Services for their own informational, personal and non-commercial use; (ii) User may not modify or otherwise make derivative uses of the Online Services, or any portion thereof; (iii) User may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Online Services; (iv) User may not use any data mining, robots or similar data gathering or extraction methods; (v) User may not use the Online Services other than for their intended purpose; (vi) User may not reproduce, prepare derivative works from, distribute, frame, "mirror," or display the Online Services, except as provided herein; and (vii) User must not violate the Code of Conduct set forth above. Except as expressly permitted above, any use of any portion of the Online Services without the prior written permission of the Company is strictly prohibited and will terminate the license granted herein. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time. User represents and warrants that User's use of the Online Services will be consistent with this license, and any other applicable agreements or policies, and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law. User will be responsible and liable to the Company in respect of any liability that the Company suffers arising out of User's use of Online Services not in accordance with this Agreement. To request permission for uses of the Online Services not included in the foregoing license, User may write to the Company at [biuro@blooberteam.com](mailto:biuro@blooberteam.com).

## LICENSE TO THE COMPANY

By creating UGC, posting messages, uploading files, creating files, inputting data, or engaging in any form of communication with or through the Online Services, User is granting the Company a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (1) use, copy, sublicense, adapt, transmit, publicly perform, or display any such material; and (2) sublicense to third-parties the unrestricted right to exercise any of the foregoing rights granted with respect to the material. The foregoing grants shall include the right to exploit any proprietary rights in such material, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction.

## WARRANTY DISCLAIMER

THE COMPANY MAY PROVIDE LINKS AND POINTERS TO INTERNET WEBSITES MAINTAINED BY THIRD-PARTIES ("THIRD-PARTY SITES") AND MAY, FROM TIME TO TIME, PROVIDE THIRD-PARTY MATERIALS ON ITS WEBSITES. NEITHER THE COMPANY, ITS PARENT OR SUBSIDIARY COMPANIES, NOR THEIR AFFILIATES, ENDORSE, TAKE RESPONSIBILITY FOR, OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES ON THESE THIRD-PARTY SITES. THE MATERIALS ON THE THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to User.

## **VOID WHERE PROHIBITED**

Although Company Online Services are accessible worldwide, not all products or services are available to all persons or in all geographic locations. The Company reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made is void where prohibited.

## **USER RESPONSIBILITY TO THE COMPANY**

User is responsible and liable to the Company and its respective affiliated companies, officers, directors, employees, agents, licensors, and suppliers in respect of all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by User of this Agreement. The Company reserves the right to assume the exclusive defence and control of any matter that User is responsible and liable for under this paragraph. The user agrees to indemnify, defend and hold harmless Company and its respective parent companies, subsidiaries, affiliated companies, licensors, directors, employees, officers, members, agents, and assigns and any third-party providing information to this website (collectively, the "Released Parties") from and against claims or losses caused by his/ her use or any improper use of the website (or any content thereof). The user agrees that the Released Parties are not liable to the user or any third party for damages of any kind.

## **JURISDICTION AND APPLICABLE LAW**

This Agreement as well as all claims arising out of or in connection with this Agreement or the transactions contemplated by this Agreement (including all tort and other non-contract claims) shall be governed by and construed in accordance with the laws of Poland, without regard to any conflict of law principles. All disputes and controversies that might arise between the parties out of or in connection with this Agreement, whether during the term hereof or after termination, shall be settled by the parties in good faith negotiations. The parties agree that any disputes arising out of or in connection with this Agreement or the transactions contemplated by this Agreement (including all tort and other non-contract claims) not being amicably resolved by the parties within 30 days from the day of a substantiated request by a party, shall be brought only in the court in Krakow, Poland.

## **TERMINATION**

The Company may change, terminate or suspend any and all Online Services immediately, without prior notice or liability on thirty days' notice, or immediately for any reason beyond the Company's reasonable control or if User breaches any terms and conditions of an agreement, including this Agreement and/or the Privacy Policy. The Company may also impose limits on certain features and services or restrict User's access to parts or all of the Online Services without notice.

Upon termination, User's right to use the Online Services will immediately cease. If User wishes to terminate, may simply discontinue using the Online Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability. The Company may terminate any of the Online Services for any reason at all by giving at least thirty days' notice by email or on the website page entitled "Legal Notices" or "Legal Information" (or similar title), or immediately without notice for any reason beyond the Company's reasonable control.

In accordance with the applicable law, the Company has adopted a policy of limiting, in appropriate circumstances and at Company's sole discretion, access to the Online Services for anyone who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

## MISCELLANEOUS

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement, along with the Privacy Policy located at [www.layersoffears.com/privacypolicy](http://www.layersoffears.com/privacypolicy), constitutes the entire agreement between User and the Company pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between you and the Company with respect to the subject matter of this Agreement are expressly cancelled. No failure or delay by the Company to enforce any rights or powers under this Agreement may be deemed a waiver of those or any other rights or powers of the Company. The Company may modify the terms of this Agreement at any time in its sole discretion by posting a revised Agreement or, in the case of a material modification, by posting notice of such modification on the website page entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.