

**TSG Store Terms of Use**  
**Last revised: April 26, 2023**

These Terms of Use govern the relationship between **Ten Square Games S.A.** (hereinafter jointly referred to as “**Ten Square Games**,” “**TSG**,” or “**we**” in all cases) with its registered office in Wrocław, ul. Traugutta 45, 50-416 Wrocław, Poland, 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 733,482.20 (fully paid), with NIP number 8982196752, REGON number 021744780; and you as the User of the services described below and offered on the Platform.

These Terms of Use (“**Agreement**”) set forth the rules of the User’s use of the TSG Store platform (“**Platform**”), especially the rules of concluding and performing purchase contracts for the digital content offered on the Platform (“**Content**”) and the rules of providing digital services (“**Services**”). The Platform, Content, and Services are hereinafter collectively referred to as “**TSG Services**.”

The terms of using the Games and purchasing content in the Games or using other Services provided by Ten Square Games can be found in the Terms of Service by Ten Square Games available at [www.tensquaregames.com](http://www.tensquaregames.com) (“**Website**”) or from the level of a specific software application operated by Ten Square Games and provided to Users (“**Game**”).

Before accessing or using the Platform you must accept these Terms of Use and read the Platform Privacy Policy. To use the Platform properly, you must register an account thereon (“**Account**”).

In addition to this Agreement, additional terms of a third-party (“**Partner**”) working with us to enable you to purchase specific TSG Services (“**Partner’s Terms**”) may apply. It may be impossible to make a purchase without accepting the Partner’s Terms. If any Partner’s Terms apply, you will learn about this at the stage of finalizing your purchase of a TSG Service which you want to buy through the Platform.

IF YOU DO NOT ACCEPT ANY PART OF THE CURRENT VERSION OF OUR TERMS OF USE, 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 Platform and elements thereof (including without limitation its concept, objects, catchphrases, artwork, methods of operation, as well as software, logos, graphic design elements, trademarks, databases, text, information, statements, images, photographs, designs, and other material and content, artwork, interactive functions, video and audio content, if displayed and/or used within or in connection with our Services and the offered Content, plus any underlying elements, including but not limited to the source code, the object code, and any documentation, that relate to the operation or functions of the TSG Services) are legally protected. Ten Square Games reserves all rights, including without limitation all intellectual property rights or other proprietary rights, in the Platform, Content, and Services offered through the Platform.
3. The names of other companies or products or services referenced by our Platform may be trademarks or service marks of their respective owners.
4. Nothing in these Terms of Use shall be understood as granting 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 Use. All other access to and use of the TSG Services requires prior written consent of Ten Square Games.

## **§2**

### **[LICENSE]**

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

## **§3**

### **[PLATFORM USE RESTRICTIONS]**

Any use of the Platform, Content, or Services in violation of the following restrictions is prohibited and may result in suspension or blocking of the Account and/or any other TSG Services 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, shopping information 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 Platform, Content, or Services;
- c) modify or cause the modification of any files that are part of the Platform without Ten Square Games' explicit written consent;
- d) disrupt or otherwise adversely affect normal operation of the Platform or otherwise act in a way that may negatively affect other Users' experiences when using the Platform. This includes taking advantage of errors on the Platform and any other act that intentionally abuses or violates the design of the Platform;
- e) disrupt, overload, or aid in the disruption or overloading of any computer or server used to offer or support the TSG Services;
- f) engage, assist, or become involved in any type of attack on the Platform, including without limitation through distribution of a virus, denial of service, or other attempts to disrupt the Platform or anyone's use thereof;
- g) attempt to gain unauthorized access to the Platform, to Accounts registered to others, or to computers, servers, or networks connected to the Platform 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 Platform;
- 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, also Ten Square Games' employees, including Ten Square Games' customer service representatives or attempt, support, or induce such actions;
- j) use the Platform to share any 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 Platform using any method not expressly permitted by Ten Square Games;

- l) solicit login information or any other login credentials or personal data from other Platform Users;
- 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 terms and, where applicable, any Partner's Terms, for instance by regularly and frequently requesting refunds or by continuing to use a TSG Service despite receiving a refund;
- q) otherwise breach any Partner's Terms, where applicable.

#### **§4**

##### **[PLATFORM USER]**

1. To be a user of the Platform, 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 Use and accessing the Platform, you confirm that you are over 18 years old or are of legal age according to the applicable law of your place of residence and have full capacity to engage in legal transactions.
3. You acknowledge that the Platform may include content intended strictly for Users of legal age so you use the TSG Services at your own responsibility and risk.

#### **§5**

##### **[PERSONAL DATA]**

1. To access and use the TSG Services, you may be required to provide TSG with personal data, which are collected, used, and disclosed in accordance with the Privacy Policy dedicated to the Platform ("**Platform Privacy Policy**"). The Platform Privacy Policy is available at <https://store.tensquaregames.com/docs/privacy-policy.pdf>.
2. Ten Square Games processes your personal data on the terms as described in the Platform Privacy Policy.
3. If the participation of a Partner is required in connection with your purchase via the Platform, the Partner shall process your data according to the terms as defined in its own privacy policy. Ten Square Games has no control over the processing of your data by a Partner.

#### **§6**

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

1. Access to and use of the TSG Services requires hardware, including a computer or a mobile device with an up-to-date operating system (Microsoft Windows, macOS – for computers; Android, 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, Internet Explorer – the latest versions. Proper operation of the Platform requires installation of cookies referred to in the Privacy Policy. Access to the Platform also requires having an ID, and you will need to provide a correct e-mail address to register. To access the purchased Content, you need an Account in a given Game.

2. For reasons that include, without limitation, system security, stability, and multiplayer interoperability, Ten Square Games may need to automatically update or otherwise enhance the Platform and, consequently, the technical requirements for the Platform use may change over time. You agree to such automatic updates.
3. TSG exercises due care to keep the Platform available to Users but it provides no additional warranty that you will be able to access or use the Platform at the time and in the place of your choosing.
4. You bear any costs related to access to the Platform 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

### [ACCOUNT]

1. To use the Platform, you must register a User account directly within the TSG Platform (“**Account**”). The Account is one of the Services available to Users on the Platform.
2. Having an Account requires you to have an account in one of the Games. Information (e.g., on the quantity of the Content held or purchased, the number of VIP points etc.) is exchanged between your Platform Account and your account in one of the Games.
3. To register directly, fill out an electronic form and give the requested data – e-mail address and password (“**Login Data**”). The Account is created after the e-mail address is verified through a verification link sent thereto, and this is the moment where the Agreement between you and Ten Square Games is deemed concluded.
4. You must keep the Login Information confidential.
5. You shall not share the Account or the Login Information with anyone or 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 without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must promptly notify Ten Square Games and change your Login Information.
6. You are not allowed to use the Account of any other User.
7. 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.
8. 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.
9. Every User may have only one account at a time.
10. 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.
11. 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.
12. 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 the 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 the TSG Services or to delete any User Content which infringes the law, the mores, or these Terms of Use.

## §8

### [CONTENT]

1. The User may purchase Content within the Platform. Content include in particular: items, upgrades, and virtual currency (“**Currency**”). Content can be used within one of the Games or the Platform and may differ between Games.
2. Content is purchased for a fee, which can change (increase or decrease). The applicable fees are displayed on the Platform in connection with the respective Feature. Fees include all applicable taxes, in particular the VAT. Content may also be granted to you by TSG free of charge.
3. Ten Square Games reserves the right to change the pricing of the Content offered on the Platform at any time.
4. Content does not represent any cash value which could be used for real-world payments. Currency is entirely non-transferable and has no actual value.
5. Content may never be bought for actual monetary instruments, goods, or other items of monetary value from Ten Square Games or any other party. They may only be used within a respective Game and in accordance with the Game rules. If the Game or Platform rules provide that you can use Content (especially Currency) to purchase other Content (especially items or upgrades) within a Game or the Platform, such purchase is not a transaction in the real world. Ten Square Games shall not be liable for such transactions.
6. Detailed descriptions of Content and their functions are contained in the Game and on the Platform. Your in-Game use of Content shall be governed by [Ten Square Games Terms of Service](#).
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 Feature you directly purchase 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 options available on the Platform, which may include for instance credit card or electronic bank transfer. Some Content may also be purchased with the Currency. Other payment options which are available to the User are visible at the stage of placing a Purchase Order. To make a payment you might be asked to accept a Partner’s Terms, the terms and conditions applicable to the payment option 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 §10.

## §9

### [FEATURE PURCHASE]

1. Purchase Orders for Content may be placed 24/7.
2. You select the type and the number of Content you want to buy and the payment option (“**Purchase Order**”). A Purchase Order is an offer made by you as regards the provision of a specific Feature.
3. Once you select the Content to be purchased, you may be transferred to a third-party website operated by a Partner (“**Partner’s Website**”). A Partner’s Website may also include a banner/pop-up with the name of the Partner emerging after you select a specific Feature on the Platform. Purchases of Content through a Partner’s Website are governed by a Partner’s Terms. If any Partner’s Terms apply, you will be informed about this at the stage of placing the Purchase Order. The process of Feature purchase on a Partner’s Website may differ from that described in this section. Ten Square Games shall not be responsible for any issues related to the service provided by the Partner for the User in connection with the purchase.
4. Before placing a Purchase Order, you are informed about the Feature you order with a brief Feature description and the amount to be paid.

5. You are required to pay for the Purchase Order in advance.
6. A Purchase Order can be changed until it is confirmed with the “Buy and pay” button.
7. After you select the “Buy and pay” button, you may be redirected to a website of a third-party payment service provider to make the payment.
8. TSG accepts the offer by sending a confirmation email to your email address and/or confirming the transaction via communication tools available within the Platform or the Game.
9. After receiving the Feature, you may use it in a given Game at any time but no later than by the termination or rescission date of the Agreement for its provision (“**Active Period**”).

## **§10**

### **[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 is canceled, lost, or stolen or if the security of your payment method otherwise becomes compromised.
3. Any applicable fees are payable in advance and, after Agreement performance with respect to a specific Service or Feature by Ten Square Games, are in principle non-refundable, whether in whole or in part. In particular, any payment for a Feature, after the Feature is provided to you by TSG, 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.

## **§11**

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

1. Agreements for the purchase of particular Content or for use of the TSG Services shall be concluded:
  - a) with regard to the Account – the moment the Account is created through proper registration on the Platform,
  - b) with regard to the Content – the moment you confirm your purchase order by selecting the “Buy and pay” button or equivalent button (for purchases made through a Partner’s Website).
2. The Agreement is terminated – with regard to the Account – the moment TSG deletes the Account.
3. The Agreement shall be deemed performed by TSG:
  - a) with regard to the purchase of Content – the moment the purchased Content is provided to you for use within the Game or the Account,
  - b) with regard to the Account – the moment you gain access to the Account.
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 Feature provision, this may take up to 24 hours.
5. If TSG fails to perform its obligation referred to in §11(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.

## §12

### [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, 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 Use. 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 §15.
3. TSG shall keep you informed about any Updates on the terms as defined herein, including those in §19.
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 Content available for purchase as part of a Game and/or Content already bought by you, which are in their Active Period as defined in §9(9). Ten Square Games shall inform you about such major changes (especially about what will change and when) in due time but no 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 are 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 a refund for any Content which were managed, adjusted, modified, controlled, or deleted. Still, you retain the right to termination referred to in §12(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.

### §13

#### [USER INTERACTIONS WITH THE TSG SERVICES]

1. “**User Content**” shall mean any materials, data, and information which the User uploads or transmits through the Platform.
2. By uploading or transmitting any User Content while using the Platform, 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 data you transfer to Ten Square Games;
  - c) is free of viruses, adware, spyware, worms, and other malicious codes.
3. Ten Square Games shall not be liable for the conduct of a User uploading any User Content and shall not be responsible for monitoring the Platform for inappropriate User Content or conduct.
4. You use the Platform at your own risk.
5. You are solely responsible for any information which you post on, through, or in connection with the Platform 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 Platform.
7. Ten Square Games shall not be liable for the conduct of a User uploading any User Content and shall not be responsible for monitoring the Platform for inappropriate User Content or conduct.

### §14

#### [TERMINATION OF PLATFORM USE BY A USER]

1. You may terminate your use of the TSG Services at any time effective immediately without cause.
2. You may terminate your use of the TSG Services as follows:
  - a) through your Account in the Game, using the function of deleting the Account in the Game by clicking the dedicated button;
  - b) through your Account by using the “Help” section; or
  - c) by contacting Ten Square Games, i.e., sending a message through the Website using the “Support” section.
3. If you communicate such information to Ten Square Games using one of the options described in §14(2) hereof, this is tantamount to your termination of the Agreement in terms of the provision of Account services and access to the relevant TSG Services by Ten Square Games effective immediately.
4. Once your use of the TSG Services is terminated, the Account is deleted. However, you acknowledge that:
  - a) 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;
  - b) the moment your Account is deleted, you lose access to the Account along 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.



## **§15**

### **[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 TSG Services or in the way of providing them by Ten Square Games 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 functions by Ten Square Games;
  - d) termination of a specific TSG Service or a Game related to it for tax-related or economic reasons or in connection with the Ten Square Games development strategy;
  - 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) breach of the terms 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.
2. Ten Square Games may suspend the Account if it suspects:
  - a) any breach of the terms hereof related to the restrictions on use of the Platform specified in §3 or breach of the law by you during or in connection with your use of the Platform;
  - 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 14 days' notice for the following important reasons:
  - a) any breach of the terms hereof related to the restrictions on use of the Platform specified in §3 or breach of the law by you during or in connection with your use of the Platform;
  - b) your willful misconduct to the detriment of other Users, third parties, or Ten Square Games.
5. Once the Services are terminated, you lose access to the Account as well as any benefits, privileges (if any) linked to your use of the Platform. Ten Square Games is under no obligation to compensate you for any such losses.
6. Ten Square Games reserves the right to refuse to provide the Services to a User with whom TSG has terminated an Agreement due to the User's actions.

## **§16**

### **[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.

## **§17**

### **[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 no 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.

## **§18**

### **[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 §18(2) through §18(7) hereof.
2. Provided that it is clear from a statement of TSG or from the circumstances that TSG will not provide a Feature or Service (e.g., if TSG does not supply a Feature or Service within 14 days and fails to contact you), you may withdraw from the Agreement without additionally requesting TSG to supply the Feature or Service. 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 Feature 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 §19(3)). 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 §18(3) hereof, you may submit a notice of price reduction or withdrawal from the Agreement concerning the TSG Service. You have such rights also if:
  - a) bringing the TSG Service to conformity is impossible or requires excessive costs. When 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 §17(3) hereof, 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 §17(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 §17(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 by 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 no 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 dispute resolution for consumer disputes 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.

## **§19 [NOTICES]**

1. Unless these Terms of Use 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 communication channels available within the Account, which you acknowledge and agree to by accepting these Terms of Use.
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.

## **§20 [TECHNICAL SUPPORT]**

1. Ten Square Games provides customer support to Users.
2. Within the customer support, you may contact Ten Square Games through the “Help” section of your 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): lack of access to the TSG Services or technical issues within the TSG Services.
5. We make every effort to reply as quickly as possible.

**§ 21**  
**[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.

**§22**  
**[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 Use, no representation, statement, consent, waiver, or other act or omission by Ten Square Games shall be deemed as modification of these Terms of Use nor as legally binding, unless documented in writing and bearing handwritten signatures of you and a duly appointed director of Ten Square Games.

**§23**  
**[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.

**§24**  
**[AMENDMENTS]**

1. Ten Square Games reserves the right to amend these Terms of Use 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 TSG Services or in the way of providing them by Ten Square Games caused by 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 TSG Services are provided in connection with amendment of contracts or terms of service of the parties working with Ten Square Games;
  - e) elimination of interpretation-related uncertainties or ambiguities related to the text of the Terms of Use;

- f) any change, development, or deletion of a functionality within one of the TSG Services or the need to adapt these Terms of Use 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 Use by posting it on the Website and, if you have an Account, by sending it to the email address attached to the Account or otherwise within the Account. If Ten Square Games does not receive your email address or if your email address is invalidated, canceled, or you cannot be contacted via 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 Use is effective 7 days after the Users are informed thereof. If you do not accept the amended Terms of Use, you are entitled to terminate the Agreement without the notice period before the amended Terms of Use become effective through the Website by using the “Support” section or through your Account by using the “Help” section in the Game.
  4. If any law, court ruling, or a similar act of a competent authority makes it necessary to amend the Terms of Use sooner than as stated in §24(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.

**§25**  
**[FINAL PROVISIONS]**

1. The current version of the Terms of Use is available at <https://store.tensquaregames.com/docs/regulations.pdf>.
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. To the maximum extent permitted by the law, should any portion hereof be found to be unenforceable, this shall not affect the enforceability of any other part hereof.
6. These Terms of Use shall, as of the date they become effective, replace any prior arrangements of Ten Square Games to the extent covered hereunder.

## Appendix 1 to the Terms of Use

### **Withdrawal form template**

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

- Addressee:

Ten Square Games S.A., ul. Traugutta 45,

50-416 Wrocław, Poland

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

- I/We<sup>(\*)</sup> hereby withdraw from the agreement for the provision of the following service/feature<sup>(\*)</sup>

- 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.