

## **Licence Terms**

### **1. GENERAL INFORMATION**

1. AGL – means ACTION GAMES LAB S.A., with its registered office in Warsaw, at ul. Jana Kazimierza 46/54, 01-248 Warsaw (address for service: ACTION GAMES LAB S.A. Zamienie, ul. Dawidowska 10, 05-500 Piaseczno), entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000531168.
2. USER – means individuals, legal entities, and organisational units with no legal personality conducting business or professional activity.
3. Software – digital contents shared by AGL on the basis of these Licence Terms with copyrights vested in AGL.
4. Operating System – means IOS, WINDOWS, and ANDROID, which a device is fitted with.
5. Device – means a mobile device such as smartphone or tablet, which is used by the User, which allows them to connect to the Internet, and is provided with an operating system.
6. Internet Connection – means Internet access service provided by an entity which the User has a contract for the provision of Internet access services with.

### **2. Licence**

Under these Licence terms, AGL grants the User a nonexclusive and limited licence to install and use the Software on mobile devices with an operating system (depending on the type of operating system which the Software is intended for), and this only for non-profit and non-commercial purposes.

AGL declares to be holder of all proprietary rights to the Software and that those rights do not violate rights and intellectual property of third parties. On the basis of the Licence the User shall not acquire any rights, including ownership of the Software, except those mentioned in section 2.

AGL retains all ownership rights to the Software (including, but not limited to, copyright, other intellectual property rights, e.g. trademarks), and any part thereof, which may be regarded as an independent work (e.g. titles, sounds, soundtracks, graphics, characters, descriptions, dialogues), as well as to all materials associated with it. Any rights to the Software that are not specified in the Licence shall be reserved for AGL or partners of AGL.

By installing the Software the User agrees to the terms and conditions of this Licence, and therefore the User agrees to be bound by the Licence.

### **3. Exemptions from Licence**

- I. The User under the Licence shall be not entitled:
  1. to use the Software for commercial purposes;
  2. to distribute the Software for profit;

3. to sublicense the Software to third parties;
4. to transfer the rights to the Software to a third party;
5. to make attempts to circumvent technical protections of the Software;
6. to remove, edit, modify the logo and other parts of the Software.

II. In the event that the User fails to comply with the terms and conditions of this Licence, AGL shall be entitled to immediately terminate the Licence. AGL shall be entitled to claim any rights under applicable law from the User who violates the terms of the Licence.

III. In the event the User attempts to breach the Software security measures designed to prevent its illegal copying or installing, the Licence shall terminate automatically.

IV. When the circumstances referred to in points II and III occur, the User shall be obliged to promptly remove the Software and its copies in a sustainable manner from the devices on which they were installed by the User. At their sole discretion, the User shall be provided with possibility to acquire Software enhancements chosen by themselves. Payments made by the User for the use of Software enhancements chosen shall include the period of using the Software during the term of the Licence.

#### **4. Disposal**

The User shall not be entitled to transfer rights under this Licence to a third party. In the event that the User makes such a step, AGL shall enjoy the powers referred to in Section 3.

#### **5. User Identification**

AGL shall be entitled to collection and processing of technical information identifying the User's device which the Software is installed on, as well as the operating system, if it is necessary for the proper functioning of technical protections, access to the Software or a part thereof. AGL shall be entitled to process personal data in accordance with the [Privacy Policy](#).

#### **6. Exemptions from Guaranty**

I. AGL stipulates that there is a risk of a lack of compatibility between the Software and third-parties' software installed on the User's device. In that case, the Software may not achieve adequate performance and may not function.

II. In the event the User notes a malfunction of the Software, it should be reported to AGL via electronic mail at the e-mail address [support@actiongameslab.com](mailto:support@actiongameslab.com)

III. AGL shall allow for the possibility to restrict on-line access to the Software or any part thereof in the event of circumstances, for which AGL is not liable, and when it is necessary to carry out measures to improve the performance of the Software or of devices through which the Software is provided to the User.

#### **7. Data Loss**

AGL shall be released from liability towards the User and shall not be liable for lost profits or data loss. In order to secure the possibility of restoration of data stored on the device, the User should make copies of data stored on the device.

## **8. Internet Connection**

To download the Software onto their device, the User shall on their own and at their own expense conclude appropriate agreements with an Internet access service provider. AGL shall not be liable for the correct functioning of the Software or any part thereof for which the Internet connection is required.

## **9. Miscellaneous**

1. The Software is protected by Polish law and any provisions of international law governing the scope of copyright.

2. AGL shall be entitled at any time without giving any reason to change the provisions of the Licence. In the case of modification of the terms of this Licence by AGL, they shall be effective from the date of their publication at <http://actiongameslab.com>. In case the User does not accept the revised terms of this Licence, they shall be obliged to remove the Software from the device which the Software is installed on.