



11 BIT STUDIOS S.A. USER AGREEMENT

Basic Information

This user agreement („**User Agreement**”) constitutes legally binding document between 11 BIT STUDIOS S.A. with its seat in Warsaw, Brzeska 2, 03-737 Warsaw, Poland, Company Register Number: 000035088 („**11 BIT**”) and an adult natural person (“**User**”) as regards use by User services provided by 11 BIT (e.g. games, support). As Service allows Users to generate content (“**Result**”) for third-parties (“**End User**”) bear in mind some provisions may apply specifically to this situation.

In case of natural persons under 18 (territory of the Republic of Poland) or minor natural persons (in the meaning of regulations binding in their place of residence other than the Republic of Poland) consent of statutory agent is required (e.g. parent, legal guardian).

As regards the use of websites administrated by 11 BIT, Cookies Files and Websites Policy available under the following web address: **www.11bitstudios.com** apply.

As regards processing of personal data of Users by 11 BIT Privacy Policy is available under the following web address: **www.11bitstudios.com** and respective provisions of binding law are also applicable, taking into consideration following specifics:

- Personal data (e.g. IP number), as defined in General Data Protection Regulation (GDPR) are not going to be collected for 11 BIT.

Technical requirements of User’s hardware and software essential for a proper functioning of the Service are established and communicated by the platform, which offers the Service. User should familiarize themselves with any such information provided by the platform used to access the Service.

Technical requirements of End User’s hardware and software essential for a proper functioning of the Result of the Service shall be taken into account while generating Result. Combining both technical requirements of User’s hardware and software and End User’s hardware and software may result in Result not being compatible with End User’s hardware or software, and that shall not be attributable to 11 BIT.

The Services may be localized in order to comply with the applicable law or cultural standards of the place of User’s residence when accessing the Service or the requirements of the platform, within which the Service may be accessed. Therefore, the Service’s content, e.g. in terms of storyline, items used by the characters, products advertised within the Service etc. may vary depending on the place of User’s residence when accessing the Service or the platform used for accessing the Service.

License-Entitlement

Upon fulfillment of conditions specified in given Service (e.g. delivery of game, registration) 11 BIT grants for the benefit of User license (or respectively entitlement) to use of such Service in compliance with its functionality and use of 11 BIT's intellectual property being integral part of such Service provided that: (1) license (entitlement) type is non-exclusive without the right to grant further sub-licenses, (2) license (entitlement) covers solely use of given Service for private purposes of given User and (3) license (entitlement) does not result in any additional entitlements for the benefit of given User (e.g. User who acquired a game may download, install and use such game and only in case of box/physical version (CD/DVD format without key) may resale such game to another natural person).

User may provide input to the Service, and receive Result from the Service based on the input. License given by 11 BIT by no means is extended and does not cover the above. User is responsible for both input and Result, including ensuring that it does not violate any applicable law. User represents and warrants that has all rights, licenses, and permissions needed to provide input to Service, and thus is responsible for Result, if it is up to any extent based on the input. Result or any part of it may not be unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent.

Given Service (e.g. game, modding tool) may establish additional entitlements or determine additional requirements of use of such Service (e.g. age, access to Internet, system requirements, equipment requirements) and in that case such additional entitlements or requirements shall be indicated in specification of given Service or other document made available in connection with use of given Service.

Unless otherwise indicated in binding regulations of law or content of User Agreement, User is not allowed to exercise the following activities: (1) use Services or Result in other purpose than private, in particular for commercial purposes (e.g. lending, lease, commercial publication, pay-per-play, coin-op or other chargeable (or free) basis), (2) use of Services or Result in a manner being violation of rights of 11 BIT, third parties or other Users, (3) use of Service or Result contrary to its designation or specification, (4) interfere of Service or network systems connected to Service (e.g. attempt to gain access or modify source code, use of malware, breaking rules of competition) or interfere with End User software and hardware, (5) use of Service contrary to binding legal regulations and generally accepted social or cultural norms, (6) modify or delete the copyright and other proprietary rights notices on or in the Services.

Taking above into consideration, and providing that Result complies with the above, 11 BIT allows for the Result to be made public for End Users, without any charge or fee, and to be playable for them but only with use of other services provided by 11 BIT (e.g. 11 BIT games). Prohibition of commercial use of Result covers in particular obtaining any profits by User or third parties and making Result available as part of products or services of third parties.

If the given Service (e.g. game) was provided to User for a limited period of time and/or number of uses, User cannot use the Service beyond the expiration or termination of such trial period. User acknowledges and agrees that the Service may include code designed to prevent User from exceeding these limits, and that such code

may remain on User's device after uninstallation of the Service to prevent User from repeating the trial period.

11 BIT declares that: (i) is entitled to grant license (entitlement) for the benefit of User on terms specified in this User Agreement (and indicated in specification of given Service or other document made available in connection with use of given Service) and (2) undertakes activities in order to ensure the highest quality of Services made available to User. 11 BIT is allowed to implement all actualizations of Service or its elements (e.g. patch). Patch may affect compatibility of previously created Results.

Intellectual Property Rights

11 BIT is solely entitled to all Services and all intellectual property rights connected to or incorporated in such Services and to extent Result is created using Services, to the Result, including copyright and industrial property rights (or 11 BIT obtained appropriate legal titles upon separate agreements with third parties).

As regards computer games or modding tools, intellectual property of 11 BIT covers in particular graphic, text, sound and visual elements as well as characters and story. User is allowed to use mentioned intellectual property solely in the scope specified in this User Agreement and indicated in specification of given Service or other document made available in connection with use of given Service (if applicable).

User agrees to indemnify, defend and hold harmless 11 BIT, including their respective employees, officers, directors and personnel, from any claims, losses, damages or liabilities, including attorneys' fees, arising out of User's violation of this User Agreement.

11 BIT informs that third-party marketing materials may be incorporated into the Services, including in the form of product or brand placement. All trademarks and other copyrights included in Services are the property of their respective owner.

Content of Users

Users are allowed to use the Services (e.g. game elements) to create art based on such Services (e.g. fanart) only in case when such rights were granted in specification of given Service or other document made available in connection with use of given Service or such activity is based on binding regulations of law.

Using of Services may result in situation in which in the scope or with use of given Service (or its elements) User shall create (produce) content which shall be made available to 11 BIT or other Users ("Users Content") (e.g. message, link, game recording). Such activity is allowed provided unless: (1) in specification of given Service or other document made available in connection with use of given Service creation or use of User Content may not be allowed, (2) User Content is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent, (3) User is not granted with proper consents or entitlements of third parties necessary for creation or use of such User Content (e.g. use of graphic work of third parties).

User Content shall be used solely for private or other non-commercial purposes (e.g. entertainment, sharing experiences with other Users). Prohibition of commercial use of User Content covers in particular obtaining any profits by User or third parties and making User Content available as part of products or services of third parties.

11 BIT shall consider all requests and questions as regards use of User Content in the scope exceeding allowed activities specified in this User Agreement (or indicated in specification of given Service or other document made available in connection with use of given Service creation or use of User Content).

As of publication or making User Content publicly available by User, User grants to 11 BIT free-of-charge and non-exclusive, transferrable or sub-licensable license to use User Content on all field of exploitations (including fixation, reproduction, distribution, disposal of the original or copies, modification, use of and disposal of modified versions) known on the date on which such license is granted on territory of the world (without territory limitations) and as regards derivate works based or using User Content (e.g. publication by 11 BIT on its fanpage). If admissible under the applicable law, the license to User Content is granted without time limitation (non-revocable); if not, it is granted for an unlimited period, with a 5-year termination period. Termination of the User Agreement does not imply termination of the licence granted to 11 BIT for User Content.

Termination

Unless otherwise specified in the specification or any other document made available in connection with use of the Service, this User Agreement is concluded for an indefinite period and may be terminated by User at any time by uninstalling the Service and destroying any copies 11 BIT's intellectual property being integral part of such Service. 11 BIT is entitled to terminate this User Agreement with immediate effect in each case when User violates its terms, as well as undertake other legal activities under the applicable law as regards such violation. Upon termination of this User Agreement, User agrees to immediately cease to use the Services and destroy all copies of 11 BIT's intellectual property being integral part of such Service.

Final Information

This User Agreement is binding solely between User and 11 BIT. In respective scope also shall be applied: (i) specification of given Service or other document made available in connection with use of given Service creation or use of User Content or Result, (ii) Cookies Files and Use of Websites Policy, (iii) Privacy Policy. As regards Users from territory of the Republic of Poland this Agreement shall be subjected to polish law. If a court of competent jurisdiction declares any provision of this User Agreement to be void or unenforceable, then such provision will be interpreted, construed or reformed to the extent reasonably required to render it valid, enforceable and consistent with the original intent underlying such provision. Invalidity or unenforceability of some provisions will not affect any other provision of this User Service. 11 BIT publishes current version of this User Agreement (with indication of the publication date) under following website address: www.11bitstudios.com. Content of this User Agreement may be subject to change only for important organisational, legal or technical reasons e.g. as a result of amendment of regulations or provided Services. The User shall be informed of any change either by an in-game notification or, if possible, by an email with the new version of this User Agreement attached. Amendments shall come into force within the period indicated by 11 BIT, allowing Users to familiarize themselves with the new terms and conditions taking into account the nature of the changes, but not less than 14 days from the date of delivery of the amended User Agreement to the Users' email address. This deadline does not apply in situations where the introduction of changes to this User Agreement in a shorter period of time will be required by applicable law, a ruling or another act of a competent public authority.

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