

AdoptMyGame Terms of Service for professional entities

AdoptMyGame is a service for individuals and professional entities working or creating content in relation to the video games industry. It mainly allows users to upload their own game and profile, search and view others' video games and profiles, and contact their uploaders. To the extent of the Basic Services, the Service is free.

This document ("Terms of Service for professional entities") is dedicated solely to users understood as a natural person whose activity is connected with a professional or business activity.

A natural person whose activity is not connected with a professional or business activity should refer to this document "Terms of Service for consumers":

http://adoptmygame.com/AdoptMyGame_Terms_of_Service_for_consumers.pdf

I. DEFINITIONS

1. *Administrator* The administrator of the service is QubicGames S.A. operating his business in Poland, 08- 110 Siedlce, 16 Katedralna street, county of Siedlce, province of Mazowsze, listed in the KRS under number 0000598476 tax ID 8212515641, Business Code Number (REGON) 141229265, email: info@adoptmygame.com.
2. *Account* A separate portion of the Service belonging to the User and accessible to the User against the email and password
3. *Rules* This document comprising the general terms and conditions of the Contract between the Administrator and the User
4. *Supplemental Rules* A document in electronic form accessible here http://adoptmygame.com/AdoptMyGame_Supplemental_Rules.pdf, through which the Administrator can offer new Supplemental Services, reductions, discounts, promotions for using the Supplemental Services, changes in the extent of the Basic Package Services and other commercial terms and conditions. To the extent not provided for by the Supplemental Rules, the rights and duties of the User and the Administrator are defined by the Rules.
5. *Service* IT system known as „AdoptMyGame” serving as a B2B (business-to-business) platform, dedicated to professional entities working or creating content in relation to video games, available at www.adoptmygame.com

6. *Contract* Contract for providing electronic Services, made between the Administrator and User by way of activating the Account
7. *Basic Services* Functionalities of the Service or other services provided by the Administrator that can be used by the User free of charge
8. *Supplemental Services* Functionalities of the Service or other services provided by the Administrator that can be used by the User after paying an extra fee indicated in the Pricelist attached to these Rules, or in the Supplemental Rules, as provided for in the Rules or such Supplemental Rules. This document is available here
http://adoptmygame.com/AdoptMyGame_Supplemental_Services.pdf
9. *Pricelist* Attachment to the Rules or the Supplemental Rules, indicating the fee due to the Operator for the Services, in particular Supplemental Service. This document is available here
http://adoptmygame.com/AdoptMyGame_Pricelist.pdf
10. *User* A natural or corporate person, or an unincorporated entity, with legal capacity and full capacity to perform acts in law, which as part of their business engage in working or creating content in relation to video games.

II. GENERAL

1. To use the Service, the User must have a data communications system meeting at least the following technical requirements:
 - a. Internet access
 - b. standard Internet browser
 - c. access to a configured electronic mail with the address as indicated during the account registration or update process
2. While using the Service, the User is required to refrain from any unlawful actions, and in particular from:
 - a. using the Service directly or indirectly for unlawful purposes or with the aim to violate law
 - b. use the Service against the Rules, good habits or the generally accepted rules of using the Internet

- c. use the Service in a way infringing the rights of the Administrator, other Users or third parties, in particular by indicating untrue or other people's particulars, impersonating other persons or misusing the entitlements held, using third-party intellectual property without authorization
 - d. place in the Service offensive, obscene or discriminating content
 - e. place in the Service data causing the disruption or overloading of the IT systems or unauthorized modification of the data contained in the Service
 - f. place in or through the Service commercial information not relevant to the commercial information published in the Service by Users to the extent of the video games developed, in particular containing unsolicited advertisements or promotional material (spam)
3. It is not allowed to aggregate and process data or other information available in the Service in order to make this data or information available to third parties in other Internet services or outside the Internet. Neither is it allowed to use the Service' signage, including the characteristic graphics, without the Administrator's consent.
4. The Administrator does not have any technical or organizational ability to monitor or verify the content place by Users in the Service on a continuous and regular basis. Should a User or any other person find out that the content placed by another User can breach clause II.2 or II.3 hereof or other terms of these Rules, the Administrator must be contacted via email.

III. Registration of Users and conclusion of the contract

1. To set up the Account the User needs to complete the registration form to be found in the Service by entering the basic registration particulars connected with the business operated by the User (Full name, Email address, Company, Country of residence)
2. To create the Account the User needs to declare to be bound by the terms of the Rules by checking the "I accept the Terms of Service" box in the registration form used to create the Account.
3. The Administrator shall send an activation link to the User's email address, necessary to continue the registration process. The Account shall not be activated until the User has confirmed his identity and intention to register in

the Service by clicking on the activation link referring him to the Service. Upon the activation of the Account the Contract is concluded between the User and the Administrator.

4. During the registration of the Account the User shall choose its own access password to be kept secret. The User shall be fully liable for any legal consequences of other persons using the User's password having gained access to and using the Account.
5. The Administrator shall verify the particulars indicated in the registration form. The verification process may vary in different countries and shall be defined by the Administrator in the email to the User sent during the registration process. The purpose of such verification is to make sure that the User is a professional who engages part of their business in developing or publishing video games.
6. The Administrator can refuse to register the User when there is a suspicion that untrue, incomplete or insufficient particulars was provided to complete the registration process, or the contact to the User failed to be established to verify the particulars so provided.
7. The User shall be provided the access to all of the Services as part of his Account after the particulars have been verified by the Administrator.
8. Whenever any of the Account particulars changes the User needs to forthwith update them. The User shall be fully liable for providing or maintaining incomplete, out-of-date or untrue particulars.
9. The Account can only be set up by a person authorized to make such statements of intention under the organizational structure of the User or holding an appropriate authorization to do so.
10. Exceptions to the clauses found above, under this chapter III, might be made. They will be found in this document:
http://adoptmygame.com/AdoptMyGame_Exception_User_Registration.pdf

IV. Term and termination of the Contract; Account lock

1. Upon the activation of the Account the Contract for an indefinite term is concluded between the User and the Administrator.
2. The Contract between the User and the Administrator shall terminate if:
 - a. it is terminated by the User or the Administrator by 7 days' notice,

- b. the User refuses to accept changes in the Rules, the Supplemental Rules or the Pricelist, as provided for in clause X.2 hereof;
 - c. it is terminated by the Administrator as provided for in clause IV.3 hereof.
3. The Contract can be terminated by the Administrator immediately in particular if:
 - a. the User has provided untrue registration particulars, including those relevant to his business of developing or publishing video games;
 - b. the particulars provided by the User cannot be verified;
 - c. the User engages in unlawful actions referred to in clause II.2 and II.3 hereof.
4. Without prejudice to the rights indicated above the Administrator shall also have the right to lock the User's Account for any of the reasons indicated in clause IV.3 hereof or whenever the Administrator can reasonably suspect that the User's Account is used by a person not authorized by the User.
5. After the Account has been locked the User cannot log in and – consequently – use the Service. To remove the lock the User needs to contact the Administrator. The Administrator shall have the right to keep the Account locked until he decides to terminate the Contract as provided for clause IV.3 hereof.
6. Should the Account of the User be locked or the Contract terminated with him for any of the reasons provided for in the Rules, the User cannot pursue any claims, including for indemnity or loss of profit, against the Administrator.

V. Account types and services available

In order to review the different types of account and information/features available to them, please refer to the document "Account types and services available" located here: http://adoptmygame.com/AdoptMyGame_Account_Types.pdf

1. The Administrator can provide Users newsletter with information about the Service. The User can decide not to receive those newsletters anymore by clicking on the "Unsubscribe" link contained in each newsletter.

2. While making available as part of his Account any materials and descriptions of video games, the User declares that he holds the relevant authorizations, in particular the proprietary copyrights, owned by or licensed to him, which allow him to make available in the Service the works connected with commercial information presented, or has been verbally or by means of a written form authorized by the person holding such authorizations to do so. The User shall be solely liable for any infringements caused by the missing authorizations.
3. The User must keep confidential any commercial information not made public, placed in the Service by the Users presenting their own commercial information on the video games developed. The User shall be solely liable for any infringements caused by the failure to do so.

VI. Payments

1. The Basic Services provided by the Administrator in the Service shall be free.
2. The Administrator reserves the right to charge Users for any Supplemental Services made available in the Service.
3. The introduction of the charges can be preceded with the introduction of changes in these Rule, Supplemental Rules or the Pricelist.
4. The User shall each time be advised with a proper notice of the introduction of charges for the Supplemental Services with a message directly emailed to his address. The message shall contain the full contents of the Pricelist or the address of the website where it can be accessed.
5. The User agrees for electronic bills/invoices to be emailed by the Administrator to his address.
6. Premium and / or additional services are provided only at the express request of the User

VII. Protection and confidentiality of particulars

1. The personal particulars provided by the Users (Full name, email address, Company, Country and the information added in the Account profile and eventually game(s)) shall be collected and processed by the Administrator in compliance with the applicable laws, the Privacy Protection Policy and the Cookies Policy. The priority of the Administrator shall be to ensure the confidentiality and safety of the personal particulars of the Users.

2. The personal particulars of the Users can only be made available to other Users if it is necessary for communication purposes, as part of the Services.
3. While setting up the Account in the Service, the User makes available his email address for the purposes of the communication within the Service and to be emailed by other Users the commercial information connected with the commercial information presented in the Service on the video games developed.
4. While setting up the Account in the Service, the User makes available his email address for the purposes of the communication within the Service and to be emailed by the Administrator the marketing information.
5. Without prejudice to the above, the User agrees that the Administrator can process and analyze the data not being the personal particulars, collected by the Administrator, including the data relating to the Users.

VIII. Liability of the Administrator

1. The Administrator shall make available to the Users IT tools. The Administrator shall in particular not be liable for the actions and commissions of and statements made by the Users or the content placed by them in the Service.
2. The Administrator shall exercise due care to continue to provide the Services, however he shall not be liable for the unavailability of the Service caused by technical disturbances or actions and commissions of third parties.
3. The Service is made available on the „as is” and „as available” basis. This means in particular that the Administrator does not guarantee the Service to meet the expectations of the Users, to be available for the Users at any time without restrictions or to be error free, and that all discovered errors will be forthwith remedied.
4. The Administrator shall exercise due care to verify the data provided by the User, however he shall not be liable for the consequences of the use by the User of untrue or unlawful information.
6. The Administrator shall have the right to block or remove any information placed by the User in the Service if he considers such content to be inconsistent with the Rules or raise doubt as to its reliability, credibility or lawfulness.

7. The Administrator shall not be liable for any content placed by the User or any third parties, or any damage or other failures caused by the faulty operation of the Service in connection with the software or hardware of the User or the incompatibility thereof with the Service.
8. The restrictions of the above liability shall not apply if the applicable laws provide otherwise.

IX. Complaint procedure

1. The complaint relating to the failure or improper performance of the Service by the Administrator must be sent at the following address: support@adoptmygame.com and must include the particulars of the User such as: the full name, the description of the circumstances underlying the complaint and the suggested settlement.
2. The Administrator shall respond to the complaint within 21 days of receiving same, or shall – if the complaint contains incomplete information or the information that is insufficient for the complaint to be processed – approach the User for further information relating to the complaint made, and shall process same within 21 days of receiving such further information.

X. Change of the Rules, the Supplemental Rules and the Pricelist

1. The Administrator shall have the right to modify these Rules, the Supplemental Rules and the Pricelist by advising the User by way of the message emailed directly to the address indicated by the User. Such a message is to contain the full contents of the revised version of the Rules, the Supplemental Rules or the Pricelist in the track-change mode, or the website where such a revised version of the Rules, the Supplemental Rules or the Pricelist has been made available.
2. If the User fails to send the Administrator at the email address available in the service his statement refusing to accept the changes within 7 (seven) days of receiving the message on the change of the Rules, the User shall be deemed to have accepted the new contents of the Rules, the Supplemental Rules or the Pricelist, as appropriate.

XI. Final provisions

1. The contract between the User and the Administrator involving the Services provided by the Administrator as part of the Service shall be governed by Polish law. All disputes connected with the Services provided by the

Administrator as part of the Service shall be referred to and resolved by Polish common courts having jurisdiction over the Administrator.

2. The Administrator can assign any of his rights under the Contract to any third party without the User's consent.
3. Should any of the terms of these Rule be held ineffective by any court or any other authorized body this shall not affect the other terms hereof which shall continue to be effective.
4. The English version of the Rules shall be the sole binding version. For the avoidance of doubt any other language versions are published by the Administrator solely for the convenience of the User and are not binding.

Modifications between this current document and the previous Terms of Service can be seen with a track change mode here:

<http://adoptmygame.com/AdoptMyGame Terms of Service track change.pdf>