

## 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 seta 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).

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

As regards use of websites administrated by 11 BIT also shall be applied Cookies Files and Websites Policy available under the following web address: [www.11bitstudios.com](http://www.11bitstudios.com).

As regards processing of personal data of Users by 11 BIT also shall be applied Privacy Policy available under the following web address: [www.11bitstudios.com](http://www.11bitstudios.com) and respective provisions of binding law.

### 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 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/psychical version may resale such game to another natural person).

Given Service (e.g. game) 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 in other purpose than private, in particular for commercial purposes (e.g. lending, lease, commercial publication), (2) use of Services in a manner being violation of rights of 11 BIT, third parties or other Users, (3) use of Service contrary to its designation or specification, (4) interfere of Service or network systems connected to Service (e.g. source code, malware, breaking rules of competition), (5) use of

service contrary to binding legal regulations and generally accepted social or cultural norms.

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).

### **Intellectual Property Rights**

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

As regards computer games, 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).

### **Content of Users**

Users are allowed to use of 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 that: (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 violates binding regulations, rights of third parties or generally accepted social norms, (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 non-revocable, free-of-charge and non-exclusive license to use User Content on all field of exploitations known on the date on which such license is granted on territory of the world (without time or territory limitations) and as regards derivate works based or using User Content (e.g. publication by 11 BIT on its fanpage).

### **Final Information**

This User Agreement is binding solely between User and 11 BIT. In respective scope also shall be applied: (i) speciation of given Service or other document made available in connection with use of given Service creation or use of User Content, (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. 11 BIT is entitled to terminate this User Agreement in each case when User violates its terms, as well as undertake other legal activities specified in binding regulations as regards such violation. 11 BIT publishes actual version of this User Agreement (with indication of the publication date) under following website address: [www.11bitstudios.com](http://www.11bitstudios.com). It may happen that from time to time content of this User Agreement is being changed e.g. as a result of legal of amendment of regulations or provided Services.

**11 BIT STUDIOS**

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