

# TERMS OF USE SCOTTIE GO! LABYRINTH MOBILE APPLICATION

## General provisions

### Clause 1

1. These Terms of Use regulate how Electronic Services are provided through the Application, i.e. rules of rendering these Services by the Service Provider and rules of using these Services by the User. The Terms of Use also regulate rules concerning access to the Application, use of the Application and Licenses granted for this use. The Service Provider provides Services in accordance with these Terms of Use.
2. The Application and rights to the Application, including the financial copyrights, any brand names, trademarks, logos and other symbols used in and in connection with the Application, are owned by the Service Provider, i.e. BeCREO TECHNOLOGIES sp. z o.o. with the registered office in Poznań, ul. Plac Andersa 7, 61-894 Poznań, entered in the register of business entities maintained by the District Court Poznań-Nowe Miasto and Wilda in Poznań, the 8th Commercial Division of the National Court Register under KRS no. 0000716935, REGON (the National Register of Economic Units) no. 369401813, NIP (Tax Identification Number) no. 7831771896, share capital: PLN 30,000.00.
3. The Application functions and is operated in accordance with these Terms of Use. The Terms of Use have the form of electronic services terms and conditions, set forth in the art. 8 of the Electronic Services Act of 18 July 2002. The Terms and Conditions regulate rules governing the use of the Application and is a part of the Electronic Services contract. Terms of Use set forth:
  - (a) the type and range of the Electronic Services mentioned in the Terms of Use;
  - (b) terms and conditions of the Electronic Services, including:
    - the technical requirements necessary to work with the information and communication system used by the Service Provider;
    - the prohibition against illegal content being delivered by the recipient of services (Users);
  - (c) terms and conditions of executing and terminating Electronic Services contracts;
  - (d) the mode of complaint proceedings relating to the Electronic Services;
  - (e) rules governing the use of the Application, including the rights and obligations of the Service Provider and the User, pertaining to the use of the Application and Electronic Services.
4. Users using the Application will be obliged to abide by Terms of Use upon the start of using any functionality of the Application. Users accept these Terms of Use once they begin to use the Application, especially when it comes to the Electronic Services, or once they get access to the Application and the Electronic Services. Beginning to use the Application, including the Electronic Services, means accepting these Terms of Use

### Clause 2

1. Pursuant to the notification obligation arising from the Consumer Rights Act, as well as other applicable legal regulations, the Service Provider hereby informs of the following details:
  - (a) company: BeCREO TECHNOLOGIES sp. z. o. o. with the registered office in Poznań,
  - (b) registered office: Poznań
  - (c) address: ul. ul. Plac Andersa 7, 61-894 Poznań,  
KRS (National Court Register) no: 0000716935
  - (e) REGON (business statistical identification): 369401813;
  - (f) NIP (tax identification number.): 7831771896;
  - (g) e-mail address: contact@scottiego.com
  - (h) website address: www.scottiego.com
  - (i) registration authority: District Court Poznań-Nowe Miasto and Wilda in Poznań, the 8th Commercial Division of the National Court Register
2. In addition, based on the information included in the Terms of Use or the Application, the Service Provider shares information referred to in Article 12 of the Consumer Rights Act.

## Definitions

### Clause 3

1. Capitalized terms used in the Terms of Use have the following meaning assigned to them:
  - (a) **Application** computer program in terms of copyright law, designed for mobile devices, distributed by the Service Provider as "Scottie Go! Labyrinth Mobile", the rights to which are vested in the Service Provider. The Service Provider renders the Application's Electronic Services using the Application;
  - (b) **Service Provider** - BeCREO TECHNOLOGIES sp. z o.o. with its registered office in Poznań;
  - (c) **User** - every user who uses a proper mobile device and the Application, especially the Electronic Services provided through the Application.
  - (d) **Terms of Use** - these Terms of Use regulate rules pertaining to the functioning of the Application;
  - (e) **Electronic Services** (respectively: Electronic Service, Service) - overall functions of the Application, offering the Users specific services in accordance with the Terms of Use, related to the use of the Application; the functions involve rendering electronic services within the meaning of the Electronic Services Act, i.e. performing a service without the simultaneous presence of the parties (remotely) by data transfer upon the request of the recipient of the service, sent and received with the use of devices for electronic processing, including digital compression and data storage, which is entirely broadcast, received, or transmitted using a telecommunications network within the meaning of the Telecommunications Law Act of 16 July 2004. - Telecommunications law. Sharing the Application means delivering digital content which is not recorded on a physical medium;
  - (f) **Consumer Rights Act** – the Consumer Rights Act of 30 May 2014 (Journal of Laws 2019.134, i.e. of 23.01.2019 as amended);

(g)**Electronic Services Act** – the Electronic Services Act of 18 July 2002 (Journal of Laws 2019.123, i.e. of 21.01.2019, as amended).

(h)**Civil Code** – the Civil Code Act of 23 April 1964 (Journal of Laws 2016.380, consolidated text, as amended);

(i)**Copyright Law** – Copyright and Related Rights Act of 4 February 1994 (Journal of laws 2016.666, consolidated text, as amended).

(j)**License** - a license allowing Users to use the Application, granted to Users within a proper scope and on the basis of the license agreement for using the Application. The license is an end-user license type.

(j)**Consumer** - a natural person executing a legal transaction with a business entity, i.e. The Service Provider, whose legal transaction is not directly related to the person's business or professional activity.

## **Type and range of the Electronic Services**

### **Clause 4**

1. The Service Provider renders the Electronic Services via the Application. The Electronic Services rendered via the Application involve providing the User with all the respective features of the Application,
2. The Application is a game designed for educational and entertainment purposes i.e. for children and for learning programming; offers functionalities designed for these purposes.

## **Terms and conditions of executing and terminating contracts for Electronic Services.**

### **Clause 5**

1. The contract for Electronic Services is executed when the User downloads the Application distributed by the Service Provider, especially when it is downloaded from a relevant mobile/online store.
2. The User can stop using a particular Electronic Service at any time and remove the Application from their device.
3. The download of the Application is free of charge. Services available within the Application are paid as described in the clause 6 of these Terms of Use.

## **Payments for Services**

### **Clause 6**

1. The 10 initial quests within the Application are free. Further quests are paid.
2. The payment is made within the Application, via a relevant mobile/online store.

## **Complaints concerning the Electronic Services**

### **Clause 7**

1. Please, file any complaints relating to the Electronic Services using the contact details of the Service Provider referred to in Clause 2 of these Terms of Use.
2. In order for a complaint to be examined, it should contain contact details, description of the problem and a complaint claim.
3. Complaints referred to in subclauses 1 and 2 are typically examined within 14 days of their receipt. The Service Provider notifies the User of the complaint results using the User's contact details provided in the complaint.

## **Withdrawal from the contract for Electronic Services**

### **Clause 8**

1. Pursuant to Article 27 of the Consumer Rights Act, the User, who is a Consumer and has executed a contract for Electronic Services with the Service Provider outside the company's premises or remotely, has the right to withdraw from this contract.
2. The Consumer is not entitled to the right of withdrawal from the contract executed outside the company's premises or remotely with regard to the following contracts:
  - (a) for delivering digital content not recorded on a physical medium, if rendering of the service started upon the express consent of the Consumer, before the lapse of the period for the withdrawal from the contract and after the company has informed the Consumer of the loss of the right to withdraw from the contract;
  - (b) for Services, if the company has fully completed the Services upon the express consent of the Consumer, who had been informed before the rendering of the service started that they will lose the right to withdraw from the contract once the service is completed.
3. The Service Provider hereby informs that, once the Services are fully completed upon the express consent of the Consumer, and once the services involving delivery of digital content that is not recorded on a physical medium are started to be rendered upon the express consent of the Consumer, the Consumer is not entitled to the right of withdrawal from the contract. If the Services are partially completed, the right of withdrawal does not apply to the completed part. By beginning to use the Application, the User confirms their consent for the start of the Service and completion of the Service before the lapse of the period for withdrawal from the contract. Downloading the Application constitutes a delivery of digital content that is not recorded on a physical medium, while beginning to use the Application means a consent for the start of the Service and completion of the Service before the lapse of the period for withdrawal from the contract. Therefore, the right to withdraw from the contract concerning the Application is not applicable. This

also pertains to the contract within which the User purchases additional quests, mentioned in clause 6 of these Terms of Use.

## **Technical requirements. Terms and conditions of using the Application**

### **Clause 9**

1. Technical requirements of the Application are as follows:

#### **MINIMUM REQUIREMENTS FOR iOS:**

iOS 9.2 or later, iPhone 5s or later, 4th generation iPad or later.

#### **MINIMUM REQUIREMENTS FOR ANDROID:**

Android 5.1 or later, dual-core 1.2 GHz processor, rear camera 2Mpix.

2. The User of the Electronic Services is forbidden to deliver illegal content.
3. Pursuant to the Electronic Services Act, the Service Provider
  - (a) is not liable for the stored data if they are unaware of their unlawful nature, or the unlawful nature of related activities, and in the case of receiving an official notice or other reliable information about their unlawful nature, or the unlawful nature of related activities, will promptly disable access to such data.
  - (b) that has received an official notice about the unlawful nature of the stored data provided by the User and disabled access to such data, is not liable to the User for any damage that resulted from the User not being able to access the data.
  - (c) that has received a reliable information about the unlawful nature of the stored data provided by the User and disabled access to such data, is not liable to the User for any damage that resulted from the User not being able to access the data, provided that they informed the User promptly about disabling the access to the data;
  - (d) is not obligated to verify the submitted, stored and shared data.

### **Clause 10**

1. Once the Application has been installed by the User, the Service Provider grants User a license which is the end-user type of license and entitles the User to use the Application for the intended purpose, without the right to modify the software code, resale, distribute (including lending or leasing), sublicense and publicly disseminate the functionalities of the Application.
2. The License does not entitle the User to multiply the Application, unless it is necessary for the User to use the Application for the intended purpose.

## **Final provisions**

## Clause 11

1. The Application and its functionalities are available in Polish and English.
2. The Terms of Use are made available to the User before the execution of the contract, as well as upon the User's request — in a form that makes it possible to obtain, display, and record the Terms of Use using an ICT system used by the User, including its downloading, copying, retrieving, saving on the User's hard disk or printing.
3. The Terms of Use form an integral part of the Electronic Service contract.
4. The User has the right to file complaints referred to in the Terms of Use, and to exercise other claims arising from the law. The User has the right to exercise out-of-court methods of pursuing claims, including especially:
  - (a) mediation, including, if the User is a Consumer, mediation by mediators operating at the Trade Inspection;
  - (b) arbitration court, including, if the User is a Consumer, permanent arbitration courts at the Trade Inspection;
  - (c) if the User is a Consumer – using the help of municipal or county consumer ombudsmen;
  - (d) if the User is a Consumer – using the online system for dispute resolution between consumers and businesses at the EU level (ODR platform), available at <https://webgate.ec.europa.eu/odr/>
5. The Terms of Use can be changed. Changes made to the Terms of Use will be made available in accordance with subclause 2 and applies to the activities performed after it is made available; especially, changes made to the Terms of Use do not apply to an Electronic Service which the User had started to use before the changed Terms of Use were made available; however, with regard to Electronic Services of continuous nature, or in the case where the Terms of Use has been changed during the effective period of these Electronic Services, changes made to the Terms of Use will apply to the User if they do not withdraw from the contract for such Electronic Services within 14 days of the date on which changes made to the Terms of Use were made available.
6. Any copyrights to works within the meaning of the Copyright Law, comprising the Application, are vested in the Service Provider.
7. In any cases regulated by the Terms of Use or relating to the use of the Application or the Services, the provisions of Polish law shall apply (choice of law), however, when it comes to Consumers, the choice of law referred to in this subclause, does not deprive the Consumer of the protection granted to the Consumer based on regulations that cannot be contractually excluded, under the law, which, pursuant to appropriate regulation, would be applicable in the lack of choice.
8. To matters not regulated by these Terms of Use, commonly applicable legal regulations shall apply, especially the Consumer Rights Act, the Civil Code, the Copyright Law, and the Electronic Services Act.

**INFORMATION ON EXERCISING THE RIGHT TO WITHDRAW FROM THE CONTRACT FOR A USER WHO IS A CONSUMER**

**CONTRACT WITHDRAWAL TEMPLATE**

**Right to withdraw from the contract**

You have the right to withdraw from the Electronic Services contract within 14 days on your convenience, subject to the provisions of the Terms of Use specifying cases in which the right to withdraw from the contract does not apply.

The period for contract withdrawal expires after 14 days of the day of executing the Services contract.

In order to exercise the right to withdraw from the contract, you need to notify the Service Provider of your decision to withdraw from the contract by means of a unilateral statement (e.g. a letter sent by mail or electronic mail).

You can use the withdrawal form template, but it is not mandatory.

In order to maintain the term for contract withdrawal, you just need to send the information on exercising your right to withdraw from the contract before the period for contract withdrawal expires.

**Effects of contract withdrawal**

If the contract is withdrawn from, the contract is considered not concluded.

**CONTRACT WITHDRAWAL FORM TEMPLATE**

(this form needs to be completed and sent only if you want to withdraw from the contract)

BeCREO TECHNOLOGIES sp. z o. o. with the registered office in Poznań, ul. Plac Andersa 7, 61-894 Poznań

I/We (\*) hereby declare that I am/we are (\*) withdrawing from the contract for rendering the following services

.....

– Contract execution date.....

– Name and surname of consumer(s).....

– Address of consumer(s).....

– Signature of consumer(s) (only if the form is sent in a hard copy)  
.....

– Date.....

(\* delete as appropriate