

TERMS OF USE
SCOTTIE GO! PLATFORM
AND
Scottie Go! Dojo APPLICATION

General provisions

Clause 1

1. These Terms of Use regulate how Electronic Services are provided on the Platform and the Application, i.e. rules of rendering these Services by the Service Provider and rules of using these Services by the User.
2. The Platform is made available on <https://portal.scottiego.com> by BeCREO TECHNOLOGIES spółka z ograniczoną odpowiedzialnością with registered office in Poznań as an owner and operator of the Platform and the Application. The Platform is an online service used for managing licences and accounts for the Application. The Application is a board editor for the Scottie Go! games.
3. The Platform and the Application function and are operated in accordance with these Terms of Use. The Terms of Use set forth:
 - (a) the rules governing the functioning and use of the Platform and the Application;
 - (b) the rights and obligations of the Service Provider and the User pertaining to the use of the Platform and the Application;
 - (c) the type and range of the Electronic Services;
 - (d) the terms and conditions of the Electronic Services, including:
 - the technical requirements necessary work with the information and communication system used by the Service Provider,
 - the prohibition against illegal content being delivered by the recipient of services (User);
 - (e) the terms and conditions of executing and terminating contracts for Electronic Services;
 - (f) the mode of complaint proceedings relating to the Electronic Services.
4. In addition, based on the Terms of Use, the Service Provider shares information referred to in Article 12 of the Consumer Rights Act.

Definitions and Service Provider's details

Clause 2

1. Capitalised terms used in the Terms of Use have the following meaning assigned to them:

(a) **Platform** – a system of web pages made available and operated under the following domain address: <https://portal.scottiego.com> including child domains, used by the Service Provider to render the Platform's Services;

(b) **Application** – the Scottie Go! Dojo program. or any other respective program working with the Platform, the rights to which are vested in the Service Provider and which is distributed by the Service Provider. Scottie Go! Dojo provides the map (board) editor functionality for the Scottie Go! games. The functions described in the Terms of Use relate to Scottie Go! Dojo. Other Applications can offer different features arising from their intended use or working principle; for the purposes of the Terms of Use, Application shall be understood as every program working with the Platform in compliance with the Platform's or a given Application's functionalities, subject to functionalities appropriate for each of the Applications and the functionalities of the given Application. The Service Provider renders the Application's Services using the Application;

(c) **Service Provider** - BeCREO TECHNOLOGIES spółka z ograniczoną odpowiedzialnością with registered office in Poznań;

(d) **User** – respectively – each user of the Internet who uses the Platform, especially the Services rendered via the Platform, or each user of a respective device who uses the Application, especially the Services rendered via the Application. The User can be the Platform's or the Application's User, depending on the Services they use, and the same user can use the Platform and the Application;

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

(f) **Terms of Use** – these terms of use regulating the rules that govern the functioning of the Platform and the Application, placed at the portal.scottiego.com website and in the Application, as well as shared when a given Application is available for purchase (download);

(g) **Services** – overall functions of the Platform and the Application offering the Users specific services related to the use of the Platform or 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 service, sent and received using 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. Sharing the Platform and the Application constitutes delivering digital content which is not recorded on a physical medium;

(h) **Account** – a Service comprising a set of resources maintained for a specific User on the Platform under a unique name (login), where the User’s details and information on their operations within the Platform or the Application are gathered;

(i) **Consumer Rights Act** – the Consumer Rights Act of 30 May 2014 (Journal of Laws 2019.134, i.e. of 23.012019 as amended);

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

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

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

(h) **Profile** – a Service comprising the Application access maintained and granted for a specific User, ensuring the Platform User or a third party (e.g. a student) a set of resources under a unique name (login), where the User’s or the third party’s details and information on their operations within the Platform or the Application are gathered.

Clause 3

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 spółka z ograniczoną odpowiedzialnością;

(b) registered office: Poznań;

(c) address: ul. Plac Andersa nr 7, 61-894 Poznań,

(d) NIP (tax identification number.): 7831771896;

(e) REGON (business statistical identification): 369401813;

(f) registration authority: District Court Poznań-Nowe Miasto and Wilda in Poznań, the 8th Commercial Division of the National Court Register;

(g) KRS (National Court Register number): 0000716935;

(h) share capital: PLN 30,000.00

(i) e-mail: contact@becreo.com;

(j) website addresses: <https://portal.scottiego.com>, <https://scottiego.com>,
<https://www.facebook.com/ScottieCode/>

2. By means of the information specified in the Terms of Use, the Service Provider also shares information referred to in Article 12 of the Consumer Rights Act.

Type and range of the Electronic Services

Clause 4

1. The Service Provider renders the Electronic Services via the Platform and the Applications.
2. The Electronic Services referred to in Subclause 1 involve providing the User with all the respective features of the Platform or the Application, in particular they involve:
 - (a) providing – upon the individual request of the User – information available within the Platform by displaying a web page with a specific URL address;
 - (b) making the communication with the Service Provider possible upon the individual request of the User;
 - (c) providing the functionalities of the Platform and the Application described in the Terms of Use, including Account and Profile.

Terms and conditions of Electronic Services – Platform

Clause 5

1. The Services rendered as part of the Platform involve providing all the functionalities of the Platform, including Account and Profile.
2. The Platform functionalities execute the following functions constituting the Services rendered as part of the Platform:
 - (a) the possibility of the Platform Users managing the licence keys for the use of the Application;

(b) the possibility of creating an Account on the Platform in accordance with the rules set forth in Clause 6 of the Terms of Service;

(c) the possibility of the Platform User creating a Profile for an Application User, which allows them to log in using the Application (with the possibility of generating a new activation password if necessary);

(d) the possibility of saving, on the Platform, maps created by the Application User using their device;

however, the above features are available subject to the rules of functioning of a particular Account, especially those set out in Clause 6 of the Terms of Use.

Clause 6

1. As part of the Platform, the Platform User can create a Platform User Account in order to use all the Platform features, subject to the types of Accounts and Application User Profiles referred to in Subclause 2.
2. The following Platform User Accounts with different functionalities are available on the Platform:
 - (a) Standard Platform Account for a private/individual User (e.g. teacher, parent, trainer, etc.) – it has access to the following features:
 - managing Application licences assigned to the account;
 - creating, removing, and managing the Application User Profiles referred to in item (d);
 - creating, removing, and managing groups in order to organise the work with the Application User Profiles referred to in item (d), including the group login information;
 - (b) Platform Administrator – a type of account intended only for the Service Provider;
 - (c) Institutional Account – an Account of, for example, a school or a different educational institution – with access to the following features:
 - inviting the Platform Standard Account Users to co-manage the Institutional Account;
 - managing the licences (adding/removing);
 - performing activities listed in item (a) (like for a private user);

3. Profiles – the Platform allows creating Profiles of the Application users, who do not have to be the Platform Users (e.g. a student does not register on it). A Platform Account User who is granted such a functionality creates Profiles, which allow, for example, a student who is an Application User to log into the Application. Login information associated with a Profile does not allow logging into the Platform; Accounts, referred to in Subclause 2, have the right to change the data recorded in the User Profiles created in it or leave (remove) the Profile if the functionality of a particular Account makes it possible.

Terms and conditions of Electronic Services – Application

Clause 7

1. The Services rendered as part of the Application involve providing all the functionalities of the Application as part of the Application User Profile.
2. The basic functionality of the Application is the possibility to create (editor) maps (boards) for the Scottie Go! games.
3. The Application Profile allows synchronising maps (boards) created in the Application with the Platform and verifying whether the Platform Profile is active.
4. For an Application User to be able to use the Application, it is required that the Platform User creates an Application User Profile and give them the login information for the Profile, pursuant to the rules governing the functioning of the Platform user Accounts and the Application User Profiles referred to in Clause 8 of the Terms of Use.
5. By creating or sharing a map (board) by means of the Application, the Application User declares that the map will be an effect of their own work and will not infringe upon the rights of third parties, especially author's economic and personal rights. The Application User, under principles provided for by law, shall be held liable for damage arising from the said declaration, referred to in this Subclause, not representing the actual facts, especially as pertains to the Service Provider. By sharing a map (board) created as a result of using the Application, the Application User, pursuant to the rules of the functioning of the Application and the Platform, acknowledges and agrees that other Users and the Service Provider are allowed to use the map free-of-charge and for an unlimited period of time as per the rules of the Application and the Platform.

6. By creating a map (board) as a result of using the Application, the User acknowledges the fact that the map is saved on the Platform, also after removing the Account, the Profile, or the Application.
7. The User acknowledges the fact that the graphic elements, software elements, character designs, board part designs, and other similar elements used in the Application to create maps (boards) by the User are works within the meaning of the Copyright Law and it is the Service Provider who is entitled to copyrights. The User guarantees and declares that, by creating and sharing a map, they will not infringe the Service Provider's copyrights to those works, especially they will not use and share, transfer, cede, license, etc. maps containing those works to third parties for commercial purposes or other purposes not arising from the Application and Platform functionality without the Service Provider's prior approval.

Joint terms and conditions

Clause 8

1. The User of the Electronic Service is forbidden to deliver illegal content.

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

Licence.

Clause 9

1. The contract for Electronic Services is executed when the User starts to use a particular Electronic Service, i.e. starts using a given functionality of the Platform or the Application, subject to the following:
 - (a) the access to the Platform requires executing a product purchase agreement with the Service Provider or the Service Provider's product distributor, which grants the access and licence to use the Platform under principles specified by such an agreement, including appropriate terms of payment and for a period determined in such an agreement. Without the licence, an Account cannot be created, and the User cannot create the Application User Profiles;
 - (b) the access to the Application requires downloading it under the principles of the Application distribution used by the Service Provider and requires the Platform User

to assign the licence, in accordance with the rules of the functioning of the Platform User Accounts referred to in Clause 6 of the Terms of Use.

2. The User can stop using a particular Electronic Service at any time. On appropriate Accounts, the Service Provider allows the possibility of removing a particular Account. The Application User can remove the Application from their device at any time.
3. By creating a map (board) constituting a work within the meaning of the Copyright Law, by means of the Application, the User grants the Service Provider – free-of-charge and without territorial and time-related restrictions – an irrevocable (within the legal limits) non-exclusive licence to use, record, reproduce, disseminate, and circulate the map on any known – at the time of creating the map – fields of exploitation, with the right to sublicense, including to the following extent:
 - (a) recording and reproducing the map – creating copies of the map using any techniques, including the printing, reprographic, magnetic storage, and digital techniques;
 - (b) circulate the original or the copies on which the map has been recorded – marketing, lending to use, and leasing the original or the copies;
 - (c) when it comes to other distribution of the map – public performance, exhibition, display, playback, and broadcast and rebroadcast, as well as sharing the work publicly in a manner that everyone can access the work at any chosen place and time;
 - (d) using, including any modifications to the map, and exercising, disposing of, and granting permissions in terms of the derivative rights;
 - (e) fields of exploitation referred to in Article 74(4) of the Copyright Law insofar as the map constitutes a computer program

Complaints concerning the Services

Clause 10

1. Please, file any complaints relating to the Electronic Services using the contact details of the Service Provider referred to in Clause 3 of the Terms of Use.
2. The complaint should contain contact details, description of the problem, and the complaint claim in order for the complaint to be examined.

3. Complaints referred to in Subclauses 1 and 2 are examined within 30 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 Services contract

Clause 11

1. Pursuant to Article 27 of the Consumer Rights Act, the User who is a Consumer that has executed a Services contract with the Service Provider in terms of the access to the Application has the right to withdraw from the contract relating to the Electronic Service.
2. Information relating to the principles of exercising the right to withdraw and its effects, together with the withdrawal form, constitutes an Appendix to the Terms of Use.
3. The Consumer is not entitled to the right of withdrawal from the contract executed outside the company premises or remotely with regard to the following contracts:
 - (a) for delivering digital content not recorded on a physical medium if rendering 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 has been informed before the rendering of the service started that they will lose the right to withdraw from the contract after the service has been completed.
4. The Service Provider hereby informs that, after the Services are fully completed upon the express consent of the Consumer and after 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.

Technical requirements

Clause 12

1. The access and use of the Platform is possible by means of the Internet and software providing the internet browser functionality, including mobile devices equipped with software allowing to display the Platform on these devices, with the following browsers supported by the Service Provider: Edge, Firefox, Safari, Chrome. The Internet Explorer is not supported and a different one needs to be used. The minimum requirements for the supported internet browsers are as follows:
 - - Chrome 76 and above,
 - - Edge 44 and above,
 - - Firefox 67 and above,
 - - Safari 12 and above.
2. The technical requirements for the Application are as follows:
 - a) Minimum requirements for a PC with Windows: 64-bit operating system, version 8.1/10, 2GB RAM, 1.33 GHz dual-core processor, USB web cam with native resolution of 640 × 480 and autofocus;
 - b) Minimum requirements for Android: System version 5.1, 1.5 GHz dual-core processor, 2GB RAM, rear camera (2Mpx with autofocus);
 - b) Minimum requirements for iOS: System version 10 or newer, iPhone 6 or newer, 4th-generation iPad or newer

Final provisions

Clause 13

1. The Terms of Use are made available to the User under the Platform domain, in the Application, and the appropriate online store, where one can download the Application, before the contract is executed 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, and saving on the User's hard disk or printing.
2. The Terms of Use form an integral part of the Electronic Service contract.

3. 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/>

4. The Terms of Use can be changes. Changes Terms of Use are made available in accordance with Subclause 1 and applies to the activities performed after it is made available, especially, the change of the Terms of Use does not apply to an Electronic Service, which the User started to use before making the changed Terms of Use available.

5. Any copyrights to works within the meaning of the Copyright Law comprising the Platform or the Application are vested in the Service Provider.

6. In any cases regulated by the Terms of Use or relating to the use of the Platform, the Application or the Services, the laws of Poland 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.

7. 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.

Appendix to Terms of Use
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 BeCREO TECHNOLOGIES spółka z ograniczoną odpowiedzialnością, address: ul. Plac Andersa nr 7, 61-894 Poznań, email address..... 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, although it is not mandatory.

In order to keep the term for contract withdrawal, you just need to send the information on exercising your right of withdrawal from the contract before the expiry of the period for contract withdrawal.

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 spółka z ograniczoną odpowiedzialnością, address: ul. Plac Andersa nr 7, 61-894 Poznań, Email.....

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