



TERMS AND CONDITIONS
[HTTPS://BLOOBERTEAM.COM/15THBIRTHDAY](https://blooberteam.com/15thbirthday)

THESE TERMS AND CONDITIONS BECOME EFFECTIVE AS OF 23th October 2023.

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I. GENERAL PROVISIONS

1. The Website aims to promote and advertise the Service Provider and other entities from the Bloober Team Capital Group by publishing commercial information and promotional materials supporting the sale of products and services offered in the Bloober Team Capital Group. Depending on the current functionalities of the Website, services provided by third parties may also be promoted.
2. The Website is run by the Service Provider.
3. Using the Website requires that the end device and the ICT system used by the User meet the Technical Requirements.
4. No information on the Website constitutes an offer. The information presented on the Website may only constitute an invitation to conclude an agreement.
5. Whenever the following capitalized terms are used in these Terms and Conditions, they will have the meaning defined below, unless the context clearly indicates otherwise:
 - a. **Electronic Service** - a service provided electronically by the Service Provider to the User in accordance with the Service Agreement. The rules for the provision of individual Electronic Services by the Service Provider may result from separate terms and conditions. To the extent that the services are provided by entities cooperating with the Service Provider, the relevant provisions regarding using these services are included in the separate terms and conditions adopted by these entities;
 - b. **Service Agreement** - an agreement concluded between the Service Provider and the User, the subject of which is the provision of Electronic Services made available via the Website, under the conditions set out in the Terms and Conditions;
 - c. **Service Provider** - Bloober Team SA, a company incorporated under the laws of Poland, registered by the district court for Kraków - Śródmieście in Kraków, XI Commercial Division of National Court register under register number 0000380757, Tax ID (NIP) 6762385817, with a share capital of PLN 193,092.60 (fully paid up). Registered office in Kraków, address: Aleja Pokoju 18B, 31-564 Kraków, Poland, email address: biuro@blooberteam.com.
 - d. **Technical Requirements** - the minimum technical requirements that must be met in order to use the Website and conclude contracts through it, as follows: (1) a computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) a browser (up-to-date version possible); (4) recommended minimum screen resolution: 1024x768. Depending on the current functionalities of the Website, the User shall have a valid/active e-mail address, as well as a keyboard or other pointing device enabling the correct completion of electronic forms.
 - e. **Terms and Conditions** - this document setting out the rights and obligations of the User and the Service Provider, as well as the terms and conditions of providing Electronic Services;
 - f. **User** - any entity (e.g. natural person, legal person, organisational unit, etc.) having full legal capacity. If the User is a natural person with limited legal capacity, he/she is obliged to have a legally effective consent of his/her legal representative to conclude the Service Agreement and to present such consent at any request of the Service Provider. The Service Provider may introduce age restrictions due to the published content;
 - g. **Website** - this platform enabling the provision of Electronic Services, consisting of a network of interconnected webpages, available at electronic address indicated in the title of the document;



- h. **Works** - text, graphic or multimedia elements (such as photographs, graphics, films, descriptions, comments, product information) and images of natural persons, disseminated through the Website.

II. ELECTRONIC SERVICES

1. Depending on the current features of the Website, the Service Provider may provide the User free of charge with the following Electronic Services (use of some services may require additional User consent):
 - a. enabling viewing of the content on the Website (Works), in particular commercial information and promotional materials regarding products and services offered in the Bloober Team Capital Group, as well as regarding third parties;
 - b. enabling the use of communication services with the Service Provider;
 - c. presenting advertising content;
 - d. presenting notifications directly from the web browser ("push" notifications);
 - e. providing information, in particular about the Website or products of the Bloober Team Capital Group or third parties, including news and promotions, to the e-mail address or telephone number provided by the User (newsletter).
2. Depending on the User's actions taken within the Website, the Service Agreement shall be concluded at the moment of entering in the browser the electronic address of the Website (or any interconnected webpages) or starting to use a specific Electronic Service. In this respect, the Service Agreement shall be terminated at the moment of leaving the Website. Conclusion and termination of agreements for the provision of certain services, in particular the newsletter, may be subject to the provisions of separate terms and conditions.

III. CONTENT ON THE WEBSITE

1. The Service Provider provides Works on the Website concerning in particular the current offer, products and services, including entities from the Bloober Team Capital Group, and encouraging their purchase.
2. By clicking on the links available on the Website, the User may be redirected from the Website directly to the online store. Concluding sales agreement takes place entirely on the terms described in separate terms and conditions available on a given website.
3. The Service Provider exercises due diligence to ensure that the Works published on the Website regarding the products of entities from the Bloober Team Capital Group are reliable and verifiable on the basis of objective criteria. However, the purpose of the Website is only to encourage the User to become familiar with products, hence, to the fullest extent permitted by law, no Works on the Website should be interpreted by the User as an assurance or guarantee regarding the quantity, quality, usefulness, applicability, repair, shipping costs or product prices. All relevant conditions, including the main features of the product, are specified in the sales agreement concluded by the User directly in the stationary or online store.
4. As part of the functionality of the Website, the User may use services provided by third parties (e.g. streaming services or social networking services). The use of these services takes place entirely on the terms described in separate terms and conditions regarding the provision of services by the above-mentioned third parties. The User is obliged to read and accept the terms and conditions of the provider of a given service before using it on the Website.
5. The Service Provider does not guarantee the correct operation and usefulness of the Website.

IV. USER OBLIGATIONS

1. When using the Website, the User is obliged (in particular):
 - a. to provide only accurate and up-to-date information about the User on the Website;
 - b. to update the User information immediately after any changes in this regard;
 - c. to use the Website in a manner that does not interfere with the use of the Website by other Users or the Service Provider
 - d. to comply with the provisions of these Terms and Conditions, relevant provisions of law, as well as customs and social rules accepted in the given area
 - e. to use the services and functionalities provided by the Service Provider in a manner that is not inoffensive for the other Users and for the Service Provider;
 - f. not to provide or transfer on the Website any content prohibited by applicable law, in particular that violates the copyrights of third parties or their personal rights. It is prohibited for the User to post marketing content or links to third party websites on the Website;
 - g. to refrain from taking actions such as:
 - sending unsolicited commercial information, supply content of an unlawful nature or to place viruses and other malicious software or harmful code;



- promoting illegal content, including content that promotes fascism, totalitarian systems, or hatred, particularly on grounds of national, ethnic, racial or religious belief, or on grounds of gender;
 - impersonating any other person, create a false identity;
 - unauthorized modification, copying, publishing elsewhere of Works from the Service Provider or third parties.
2. In particular, in the situations specified above, the Service Provider has the right to temporarily cease or limit the provision of services, or terminate the Service Agreement or any license agreement (without notice). The Service Provider may temporarily cease or limit the provision of services, or terminate the Service Agreement or any license agreement (without notice), due to technical, maintenance or other activities related to the modification of the Website.
 3. The Service Provider shall each time inform Users about the limitation of the provision of services, in particular by posting appropriate information on the Website.
 4. The limitation of the provision of services does not affect the Users' rights under applicable law.

V. COMPLAINTS

1. Complaints should be sent, for example, to the postal or email address of the Service Provider set out in the Glossary at the beginning of these Terms and Conditions.
2. In order to facilitate and accelerate complaint processing, it is recommended that the following is included in the description of the complaint: a. information and circumstances relating to the complaint, including the description and date of any irregularities that have occurred; b. the User's demands; c. contact details of the person submitting the complaint. Failure to comply with the recommendations set out in the preceding sentence will not affect the validity of the complaint.
3. In the case of complaints relating to Electronic Services, the Service Provider will respond to the complaint immediately, no later than 30 days from the date of receipt, unless a different time limit is applicable under separate provisions of law or applicable regulations.

VI. OUT-OF-COURT PROCEDURE

1. The use of out-of-court complaint and redress procedure is voluntary.
2. The Consumer may, inter alia, lodge a complaint via the ODR platform <http://ec.europa.eu/consumers/odr/>. The ODR platform is also a source of information about out-of-court settlement of disputes arising between consumers and traders.

VII. LICENSE AND COPYRIGHT

1. Exclusive rights to Works on the Website, specifically including copyright, rights to trademarks or software used, are vested in the Service Provider or entities with whom the Service Provider has concluded appropriate agreements. The User is entitled to use the Works free of charge, but only for personal use and solely for the purpose of proper use of the Website, throughout the world. Use of the Works in any other way is only permitted with a prior, express, written consent of the authorised party, otherwise being null and void.
2. In particular, the User is not entitled to:
 - a. resell the Works and use the Works commercially;
 - b. translate, adapt, rearrange graphic layout or make any other changes to the Works, except as permitted by applicable law;
 - c. download or copy the Works in any form for the benefit of another party; or
 - d. use any tools to extract data regarding the Website, the Service Provider or other Users.
3. To the extent that the services available as part of the Website are provided by third parties cooperating with the Service Provider, the relevant provisions regarding the intellectual property rights of these entities, including any licenses granted to the User, can be found in the terms and conditions regarding the provision of services by these entities. The Service Provider is not a party to such an agreement concluded between the User and a third party and is not responsible for the performance of such an agreement by its parties.

VIII. PERSONAL DATA

1. The User's personal data will be processed by the Service Provider as their controller.
2. Providing personal data by the User is voluntary, but may be necessary in order to use certain Electronic Services.
3. The use of third party services as part of the Website (e.g. streaming services or social networking services) may sometimes involve the processing of the User's personal data by the providers of these services or the storage of



cookies on his device. In this case, details of these entities and information on where to find their privacy policies are described in the Service Provider's Cookie Policy.

4. Detailed information on the protection of the User's personal data is available in the Privacy and Cookies Policy.

IX. AMENDMENT OF THESE TERMS AND CONDITIONS

1. The Service Provider may amend these Terms and Conditions.
2. The Service Provider will provide the consolidated text of the amended Terms and Conditions on the Website. No amendment to these Terms and Conditions will affect any Electronic Services which were already provided to the User before the amendment to these Terms and Conditions.
3. The Service Agreement is concluded for the duration of using the Website and its specific functionality and is terminated upon leaving the Website. The User may resign from using the Website at any time. The Service Provider does not conclude continuous agreements with Users. On the basis of the amended Terms and Conditions, a new Service Agreement is concluded each time.
4. The version of the Terms and Conditions constituting the basis for concluding the Service Agreement at the time of using the Website and a specific functionality, is each time available in the " Terms and Conditions " section.

X. NON-CONSUMER USERS

1. This section of these Terms and Conditions and the provisions contained herein apply only to Users who are not Consumers.
2. The Service Provider will not be liable for any damage, including loss of profit, unless the damage was caused by the Service Provider intentionally.
3. In any case, the Service Provider's liability, irrespective of its legal basis, will be limited to a maximum total amount of PLN 500.
4. All disputes will be settled by the court having jurisdiction over the Service Provider's registered office.
5. If it is provided for by the relevant national regulations - this section of these Terms and Conditions does not apply to natural persons concluding a contract directly related to their business activity, if according to the contract it is not of a professional nature for these persons, based in particular on the subject of their business activity.

XI. FINAL PROVISIONS

1. The use of the Website involves risks typically associated with the transmission of data via the Internet, such as dissemination, loss or unauthorised access.
2. The current version of these Terms and Conditions is always available on the Website, also downloadable in PDF format ("Terms and Conditions" section).
3. Use of the Website may give rise to Internet connection costs (data transmission charges), according to the tariff of the Internet service provider used by the User.
4. In matters not covered by these Terms and Conditions, the relevant provisions of Polish law will apply.
5. The choice of Polish law in connection with these Terms and Conditions does not deprive the User of the protection guaranteed to the User by the laws which cannot be excluded.
6. We care about consumer rights. The provisions of these Terms and Conditions are not intended to exclude any rights of consumers, and any possible doubts should be explained in favor of the consumer. In the event of any unintentional non-compliance of the Terms and Conditions with the laws, these laws shall prevail and the Service Provider shall apply them.