Terms and Conditions

1. Definitions

- **Account** – a part of the virtual space within the scope of the Service, made available to the User after finalising the Registration.

- **Agreement** – an agreement on provision of the Service concluded between the Service Provider and the User.

- **Consumer** - a User being a consumer within the meaning defined by the binding provisions of Polish law (provided that in the given situation and actual status thereof the Service is being accessed by a Consumer).

- **Content** – all content, regardless of the nature, format and method of recording or presentation thereof, posted in the Service or (if applicable) sent to the Service Provider by Users in order to be posted in the Service, including uploading in the scope of the Account.

- **Data** – all User's information and data collected in connection with the User's use of the Service.

- **Materials** – all data, to which the Service Provider has full and unlimited rights, including software, appearance, functional layout, content and graphic elements, databases, regardless of their nature, format and method of recording or presentation, placed in the Service by the Service Provider.

- **Party** – collective term referring to the Service Provider and Users jointly, or to each of them separately, depending on the context.

- **Personal Data** – personal data within the meaning defined by the applicable law, processed by the Service Provider in connection with the User's use of the Service i.e. any information relating to an identified or identifiable natural person (‘data subject’) such as a name, an identification number, location data, an online identifier etc.

- **Price List** – a price list containing current fees for the provision of Services by the Service Provider, available in the Pricing tab.

- **Privacy Policy** – an always up-to-date information describing the rules of processing Users' Personal Data in scope of the Service, available in the following tab Privacy Policy.

- **Registration** – an action required to set up an Account, resulting in conclusion of the Agreement.

- **Service** – an online service provided by the Service Provider, irrespective of the form of access (desktop, mobile, other forms), consisting in providing Users with virtual space and functionalities (Functionalities), including tools enabling performance analysis of Users' playing specific computer games, including generation of statistics to support development of their skills. Both the Service and its Functionalities are made available on an "as is" basis, which means that the User may use the Service and its Functionalities in the form that is currently provided by the Service Provider. Current description of the Functionalities and detailed conditions of their availability can be found in relevant tabs accessible via the Service (Functionalities' Description).

- **Service Provider** – an entity providing the Service to the Users: GGPREDICT SP. Z O.O a limited liability company with its registered office in Warsaw at 17a/65 Jugosłowiańska Street, 03-984 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Warsaw in Warsaw, XII Commercial Division of the National Court Register under the KRS number 0000810173, NIP (tax identity number): 1133005669, REGON (statistical number): 384701481, with share capital amounting to PLN 12,400.00.

- **User** – a natural person, legal person or organizational unit without legal personality who has concluded the Agreement with the Service Provider. In case of legal persons or other organizational units without legal personality, the actions specified in the Terms and Conditions are performed by that person's body or its representative (plenipotentiary) authorized to undertake actions on its behalf.

2. General rules

1) **Functionalities** - The Service Provider enables the use of the following electronic Services via the Website:

    a) setting up and maintaining a User's account;
    b) concluding Agreements;
    c) access to articles, materials and other content posted on the Website;
    d) Newsletter;
    e) liking, sharing or recommending content using the User's accounts on external social networks;
    f) liking or sharing the Service Provider's profiles on external social networks;
    g) the possibility of contacting the Service Provider in matters related to the functioning of the Website.

2) **Technical requirements and support** - For the proper functioning of the Service, it is required to use a device with Internet access and an Internet browser installed, enabling cookies and JavaScript. The Service Provider recommends using the latest versions of web browsers. If the User uses a browser versions other than the latest

available one, the Service Provider cannot ensure that the Service will function properly (this applies especially to browser versions lower than one of the latest 3 versions of a given browser presented at www.w3schools.com (statistics of browsers usage around the world). The website may contain PDF documents that require the installation of an appropriate application, e.g. Adobe Reader. In addition, browsers cannot have installed extensions that may negatively affect operations of the Service. For technical support regarding operations of the Service, please contact us at support@ggpredict.io The Service Provider makes efforts to provide support without undue delay (if it happens that you don't receive an answer from us, please contact us again).

3) **Using the Service** - Using the Service is possible only in accordance with the Terms and Conditions and to the extent permitted by the Functionalities. Any other use of the Service may constitute grounds for: (a) temporary blocking of the Account; (b) immediate termination of the Agreement by the Service Provider (being effective as at the moment of informing the User about the termination via e-mail to the e-mail address indicated by the User) or (c) termination of the Agreement by the Service Provider with a notice period of 60 days, provided that the Service Provider is entitled to choose from the aforementioned options at its sole discretion.

4) **Contents placed by the Users** - By posting the Content in the Service or sending it to the Service Provider, the User distributes it voluntarily. The posted Content is not and should not be considered related to the activities of the Service Provider. By posting or sending the Content to the Service Provider, the User declares that: (a) posting or using the Content in compliance with the Terms and Conditions does not infringe the law or rights of third parties; (b) is fully entitled to post the Content and to grant a license referred to in point 6 below, and that her/his rights to the Content are not limited in this respect or encumbered in favour of any third party; (c) will ensure that the Service Provider is released from any claims that may arise in connection with the posting or sending the Content, including paying compensation or redress, remedying any effects of violation and satisfying other claims, as well as covering related costs, including legal expenses.

5) **Prohibition of posting illegal Content** - It is forbidden to post and send illegal Content, including the Content infringing the law or rights of third parties. The Service Provider, as an entity providing the User with virtual space, is not the initiator of Content transmission and cannot modify or change it in any way. If the Service Provider obtains a reliable information or an official notification of the unlawful nature of the Content, the Service Provider will take steps to block access or remove such Content in accordance with the applicable law.

6) **Licence** - Upon the transfer to the Service Provider or posting of the Content, the User grants the Service Provider a free of charge, non-exclusive, assignable license unlimited in territory, with the right to sublicense to use the Content for purposes

related to the Service Provider's activities in the scope of performing Services and running the Website. The license entitles the Service Provider to:

a) recording and reproducing the Content using all techniques, including recording and copying on any type of paper, electronic, magnetic or optical media;
b) disseminating via telecommunications networks (including the Internet and GSM networks) in any way and using any technology, in particular by: disseminating in such a way that everyone can access the Content at a place and time chosen by them and other means in telecommunications networks regardless of the possible methods of limiting access;
c) public display and reproduction, also through the mechanisms of automatic playback of the Content on websites;
d) public performance, display, playback, and broadcasting and rebroadcasting.

The User is entitled to delete the content he posted on the Website in whole or in part and to delete the Account (information on deleting the account can be found on Privacy Policy). The content posted by the User will be deleted upon the deletion of the Account, subject to the following cases:

- if the removal of the Content would limit the Service Provider's ability to fulfill legal obligations, pursue claims or defend against claims, comply with the request of relevant authorities and verify violations of the law and Terms and Conditions;
- if immediate removal is not possible due to technical faults (in such case removal will take place immediately after the fault has been repaired);
- if the Content is used by third parties in accordance with the license.

In any case, the license is valid until the Content is completely removed.

7) **Functionalities requiring consent** - Upon an appropriate consent granted by the User via the Service, the Service Provider will: (a) place User's results or statistics in the available rankings of Users, including rankings rated by the Service Provider or third parties; (b) show the results, statistics and rankings of the User to her/his "friends" in STEAM application.

8) **Scouting System** - Based on User’s relevant choice or upon an appropriate consent granted via the Service, the Service Provider will make available the results, statistics and rankings of the User to interested parties, including professional teams of players or other people related to computer games and similar professions.

9) **Forbidden activities** - Any activities that are not expressly permitted in the Terms and Conditions are prohibited, including in particular: (a) activities that may interfere with the functioning of the Service, including hindering access to the Service, Functionalities, Materials, Content or use thereof by other Users; (b) sending spam and unsolicited commercial information and conducting promotional activities

contrary to the Terms and Conditions by means of the Service, Materials, Content or in relation thereto; (c) use of viruses, bots or other codes, files or programs (in particular those automating scripts and applications processes or other codes, files or tools); (d) taking other actions to the detriment of the Service Provider, Service or Users, as well as taking actions that threaten their rights.

10) **Blocking access** - The Service Provider has the right to block User's access to the Service or certain Functionalities, if: (a) the User uses the Service in a manner non compliant with applicable law or violates provisions of the Terms and Conditions, applicable law or any rights of third parties; (b) the User posts or sends illegal Content to the Service Provider. The Service Provider will inform the User (via e-mail to the e-mail address indicated by the User) about blocking access along with a justification thereof and may additionally set a deadline to discontinue the infringements and remedy their effects.

11) **Accessibility** - The Service Provider makes every effort to provide the Service at the highest level, however, it cannot exclude the possibility of temporarily suspending its availability in case of a need for maintenance, inspection, replacement of equipment or in connection with a need to modernize or expand the Service. The Service Provider - to the fullest extent permitted by law - is not liable for disruptions, including interruptions in functioning of the Service due to force majeure, unlawful actions of Users or third parties or incompatibility of the Service with the User's technical infrastructure.

3. Registration and Agreements

1) **Account** - Using the Service requires an active Account. However, the Service Provider allows a possibility of getting acquainted with the Service before creating an Account, but only to a limited extent, e.g. by watching historical game analysis of popular computer games created as part of the Service.

2) **Registration** - Creating the Account requires registration in accordance with the Terms and Conditions and current Functionalities (including - should it be available - through other applications (e.g. STEAM, GMAIL) or social networking sites - social media (e.g. FB, TWITTER)). By completing and accepting an appropriate registration form, the User: (a) declares that (s)he has read the Terms and Conditions and accepts all of its provisions, (b) ensures that all Data provided by her/him in the registration form and as part of the Service are true. The Account is created and the Registration is considered successful only after the Service Provider sends a confirmation of the Registration.

3) **Data accuracy and verification** - The User is obliged to provide only true Data within the Service. Providing false Data entitles the Service Provider to discontinue providing the Service immediately. The Service Provider reserves the right to verify

the Data. Verification may include, among others, sending an email, containing an activation link to the Account, to the email address provided during the Registration.

4) **Transferring data** - The User transfers to the Service Provider Personal Data which are necessery to provide Service. Detailed information on the processing of Personal Data is contained in the Privacy Policy. The User is obliged to read the Privacy Policy carefully at the time of account registration.

5) **Deleting Account** - In order to delete the Account, the User should select an appropriate option within the Account interface and follow the instructions.

6) **Agreement** - The Agreement is concluded for an indefinite period when the Service Provider confirms the correct completion of the Registration procedure. Confirmation of the conclusion of the Agreement along with the Terms and Conditions saved in electronic form are sent to the User via e-mail to the e-mail address provided by the User. The confirmation The Agreement expires upon termination by the User or the Service Provider and after the Account deletion procedure.

4. Payments

1. In order to unlock paid Service features of the platform, user may upgrade account to PRO by paying a fee plus applicable taxes in advance on a monthly basis or some other recurring interval disclosed prior to the purchase, as specified in the Price List. Payments should be made in a manner described in the Service, along with providing all the data necessary to process the payment.
2. Customer might be eligible for a Trial period that lets them test paid Service features. Trial period may be limited to either the number of trainings or number of days with paid Service features. Trial length and number of trainings proposed to users are subject to change.
3. Customer may cancel the paid Service at any time. The paid Service will be active until the end of the paid period. Customer won’t be subject to any refunds.
4. Customer has to provide GGPredict with at least one payment method that will be used for recurring payments. In case of any issues with payment methods (lack of funds, expired card, etc.), GGPredict may cancel the user's subscription.
5. Leaderboard prizes are distributed only to users with active paid Service.
6. Prices of the paid Service may be subject to change. By continuing to use the paid Service after the price change takes effect, Customer accepts the new price. Price change can be rejected by cancelling the applicable paid Service prior to the price change going into effect.
7. Customer will be informed about subscription price change prior to the price change taking effect.

5. Complaints regarding the Service

The User always has a right to lodge a complaint regarding the functioning of the Service. Complaints may be submitted in an electronic form by sending an email to the following address: hello@ggpredict.io or in writing by sending a correspondence to the following correspondence address: 17a/65 Jugosłowiańska Street, 03-984 Warsaw. Complaints will be considered within 14 days. The User will be notified about the result of the complaint procedure by an email (sent back to the email address from which the complaint was lodged) or by a system message.

6. Complaints regarding payments

Complaints regarding execution of payment transactions by the payment operator should be addressed by the User directly to the payment operator, in a manner and on the conditions specified by the payment operator. If the User directs the complaint regarding payment transactions to the Service Provider, the Service Provider will forward the User's complaint to the payment operator in its entirety (along with the Data provided for this purpose by the User).

7. Information on the right of withdrawal from the agreement on provision of services

In accordance with the applicable law, in the event that it turns out that the User concluded the Agreement as a consumer within the meaning of applicable law, such User may withdraw from any agreement for the provision of services concluded at a distance within 14 days. In such a case, in order to meet the deadline for withdrawal from the Agreement, it is enough for the Consumer to send a statement on withdrawal from the Agreement to the other party before the expiry of the abovementioned deadline (the template thereof constitutes an attachment to the Terms and Conditions). The statement on withdrawal may be send in writing or electronically to the following addresses of the Service Provider: (a) electronic address: privacy@ggpredict.io; (b) correspondence address: 17a/65 Jugosłowiańska Street, 03-984 Warsaw. The right to withdraw from the contract is not applicable: (a) in relation to a service with properties specified by the Consumer in her/his order or closely related to her/his person, (b) if the service provider has fully provided the service before the Consumer submits the statement, (c) from the moment when the service provider has already started providing the service to the Consumer (the Consumer gets additionally informed by an appropriate message about such fact via e-mail to the e-mail address provided by the User). In case of an effective, lawful withdrawal from the Agreement, the payment ordered by the Consumer will be refunded directly to the account from which the payment was made within 7 days.

8. Liability waiver

The Service Provider shall not be liable for damages arising from the fault of the User or a third party, including in particular damages: (a) resulting from the inability to perform any contract or provide any service due to providing false Data or an overfilled email box; (b)

arising in relation to discontinuance of providing the Service or deletion of the Account, which occurred as a result of violation of the Terms and Conditions by the User; (c) caused to third parties as a result of the User using the Service in a manner contrary to the Terms and Conditions, applicable law or violation of the law or rights of third parties by the User; (d) caused by information or materials downloaded or sent via Internet by the User; (e) resulting from acts or omissions of third parties unrelated to any Party; (f) resulting from sending messages to the email address provided by the User being blocked by mail server administrators, or from deleting or blocking emails by software installed on the device used by the User.

9. Out-of-court settlement of consumer disputes

1) The Consumer is entlitled to use extrajudicial means of dealing with complaints and redress, in particular by:
   a) applying to a permanent amicable consumer court with a request to settle the dispute arising from the concluded Agreement;
   b) use the assistance of a municipal Consumer Ombudsman or a social organization whose statutory tasks include consumer protection

2) Detailed information related to out-of-court complaint and redress procedures can be found on the website at: https://www.uokik.gov.pl/

3) In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), the Service Provider provides an electronic link to the ODR platform:https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL.

4) The ODR platform referred to in point 3) above, is aimed to help resolve disputes between consumers and entrepreneurs in the field of out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or contract for the provision of services.

10. Protection of the Service Provider's intellectual property rights

1) The exclusive rights to the content available on the Website, in particular copyrights, the name of the Website, graphic elements, the Service Provider's logo, software and rights in the field of databases are legally protected and are vested in the Service Provider or entities with which the Service Provider concluded relevant contracts.

2) All materials available on the Website, in particular: name, graphic layout, articles, texts, legal documents (Terms and Conditions, Privacy Policy, forms, consent clauses, information clauses), slogans, photos, graphics, logotype, text layout, as well as

content concerning Services constitute or may constitute a work within the meaning of Article 1 section 1 of Act of 4 February, 1994 on Copyright and Related Rights ("**Works**").

3) The Works are the property of the Service Provider and are protected. Any copying, processing, modification and use without the consent of the Service Provider is prohibited under pain of legal consequences.

4) Using the Works for commercial purposes without the prior written consent of the Service Provider would be illegal.

5) The User undertakes to respect the Service Provider's intellectual property rights throughout the entire period of the provision of the Services and after their completion - under pain of liability for damages provided for in the relevant applicable law.

6) On the basis of the Terms and Conditions, the Service Provider grants the User a non-exclusive license to use the Works in the scope necessary (i.e. not more than necessary) to use the Services available on the Website. The license is granted for the period of Service provision.

7) Subject to the provisions on permitted use and point 10.8) below, it is absolutely forbidden for Users to take any actions - without the prior consent of the Service Provider - consisting in:

   a) permanent or temporary reproduction of the Works in whole or in part in any way or form;
   b) make any corrections, modifications and changes to the structure of the Works;
   c) use of the Works, their parts, fragments or versions in other software;
   d) reselling, disseminating, lending, leasing, renting, sharing for remuneration and without such remuneration to third parties the Works, their copies, modifications and documentation;
   e) perform any activities related to the rights to the Works.

8) The license will be granted when the User obtains access to a given service. The license expires upon termination of the use of the Website.

9) In the event of any doubts regarding copyrights, the User is obliged to contact the Service Provider before taking any actions related to the Works.

11. Final Provisions

1) The Service Provider reserves the right to short-term technical breaks in access to the Website due to data updates or maintenance works on the Website.

2) The Terms and Conditions are made available free of charge and continuously within the Service, in a way enabling the User to obtain and reproduce it and download/save its content at any time.

3) The Service Provider has the right to modify the Service. In addition, the Service Provider has the right to amend the Terms and Conditions, which is understood as a change of the provisions affecting rights or obligations of the Parties, when required by a modification introduced in the Service or in the event of a change in law that affects the Terms and Conditions or the legal relationship between the User and the Service Provider. The Service Provider shall inform Users about the amendment at least 7 (seven) days before it becomes effective, by making the amended version of the Terms and Conditions available within the Service. The User who does not agree with the amendments is always entitled to terminate the Agreement, e.g. by carrying out the Account deletion procedure.

4) Agreements concluded before the amendment to the Terms and Conditions shall be governed by the version of the Terms and Conditions in force on the date of commencement of using the Service.

5) Any disputes related to the Terms and Conditions or legal relations described therein shall be governed by the Polish law. The Parties hereby submit these disputes to the jurisdiction of the authorities and courts competent for the registered seat of the Service Provider, subject to binding legal principles (conflict of laws) and consumer rights (if applicable according to binding provisions of law).

6) Should any of the provisions of the Terms and Conditions be amended or declared void by a decision of a competent authority or court, all other provisions of the Terms and Conditions shall remain in force and bind the Parties.

7) Consumers shall not be bound by such provisions of the Terms and Conditions that will be considered as unlawful contractual provisions (abusive clauses) in a final judgment issued by the competent authority.

8) The Terms and Conditions enter into force on March 1, 2020. An information about the entry into force of the currently binding version of Terms and Conditions will always be available here: VERSION BINDING AS OF MARCH 1, 2020.

Archival versions of Terms and Conditions:

1. Terms and Conditions - 01.03.2020.pdf

12. Attachments

- Attachment 1 - Template of a statement on withdrawal from the Agreement
- Attachment 2 - Template of a complaint