

# TERMS AND CONDITIONS OF THE QUBICGAMES.COM WEBSITE ("T&C")

## 1. BASIC INFORMATION

- 1.1. These T&C set out the principles for the free use by Users of the website available at <https://qubicgames.com/> and for the provision of electronic services by the Service Provider.
- 1.2. The owner of the Website (defined below), authorised to dispose of its resources, is QUBICGAMES JOINT-STOCK COMPANY, with its registered seat and address in Siedlce at ul. Katedralna 16, 08-110 Siedlce, entered into the Register of Business Entities kept by the District Court for Lublin-Wschód in Lublin, with its registered office in Świdnik, VI Economic Division of the National Court Register, under KRS No. 00000598476, with NIP (Tax Identification Number) 8212515641, REGON (Statistical Number) 141229265, with fully paid-up share capital in the amount of PLN 982,000.00 (hereinafter referred to as the "**Service Provider**").
- 1.3. Contact with the Service Provider can be made via:
  - 1.3.1. post at: ul. Katedralna 16, 08-110 Siedlce,
  - 1.3.2. email at: [support@qubicgames.com](mailto:support@qubicgames.com),
  - 1.3.3. the contact form available on the Website.
- 1.4. These T&C are accessible through a link provided in the footer of the Website, in such a way that they can be obtained, reproduced and recorded by printing or saving them on a durable medium at any time.

## 2. DEFINITIONS

- 2.1. **T&C** – these Terms and Conditions.
- 2.2. **Website** – the website operated by the Service Provider, available at <https://qubicgames.com/>.
- 2.3. **Privacy Policy** - the Service Provider's document, separate from the T&C, setting out the conditions for the Service Provider's processing of Users' personal data. The Privacy Policy is accessible through a link provided in the footer of the Website.
- 2.4. **Services** - services provided by the Service Provider, indicated in detail in point. 3.1. of the T&C.
- 2.5. **User** - any natural person visiting the Website or using the service of access to the Website or the functionality of the Website described in the T&C.

## 3. SERVICES PROVIDED BY THE SERVICE PROVIDER THROUGH THE WEBSITE

- 3.1. The object of the T&C is to set out the rules for the provision of the following Services by

electronic means by the Service Provider to the User:

**3.1.1.** access to the content of the Website;

**3.1.2.** use of other functionalities made available by the Service Provider within the Website.

## **4. USE OF THE WEBSITE**

**4.1.** The Website is for informational purposes and serves to present the Service Provider's offer and to provide address and contact information as well as to make the Services and materials available, in particular materials related to the services offered by the Service Provider.

**4.2.** The agreement for the provision of access to the Website is concluded under the terms and conditions specified in the T&C, for an indefinite period of time, at the moment when the User effectively enters the URL of the Website in the browser window of the User's device, or when the User uses the redirection leading to the Website (i.e. when entering the Website); in this case, the agreement for the provision of access to the Website is terminated when the User leaves the Website.

**4.3.** The use of the Website is possible on condition that the ICT system used by the User meets the following minimum technical requirements:

**4.3.1.** an internet-connected device with a web browser that supports HTML5 and PDF installed and ready to use;

**4.3.2.** enable cookies and JavaScript in the web browser.

**4.4.** The recommended screen resolution for viewing the Website is 1920 x 1080 pixels.

**4.5.** No fees are charged or collected for the use of the Website.

**4.6.** The User is obliged to use the Website in accordance with the law and good morals, taking into account the personal rights and intellectual property rights, in particular copyright, of the Service Provider or third parties.

**4.7.** The User is only entitled to use the Website for his/her own personal use. This means, in particular, that in relation to data and any other materials contained in the Website resources, both those which are protected under copyright law and those which are not, it is not acceptable for the User to use the above materials for commercial activities.

**4.8.** The User is obliged not to undertake any actions which would affect the correct functioning of the Website. In particular, it is forbidden to interfere in any way with the content of the Website.

**4.9.** The provision of unlawful content by the User using the Website is prohibited. When using the forms made available on the Website, the User is obliged to provide true and correct data.

## **5. OTHER FUNCTIONALITIES**

**5.1.** The Website contains redirects to information and services provided through other websites.

**5.2.** The Website also contains redirects to the Service Provider's official profiles on social networks (Twitter, Facebook, YouTube).

- 5.3. In the situations described in points. 5.1. and 5.2. above, the regulations or other documents relating to a third party providing a given service or making the given service available shall apply, and the Service Provider is not a party to any agreement for the provision of electronic services concluded between the User and a third party. The responsibility for the services provided to the User by a third party is determined by the relevant agreement concluded by the User with such third party.
- 5.4. As part of the Website, the Service Provider provides the User with a contact form. In order to use the contact form, the User should indicate the required data and enter the content of the enquiry in the field provided for this purpose and then press the "Send" button.

## **6. TERMINATION OF THE AGREEMENT FOR THE PROVISION OF ELECTRONIC SERVICES**

- 6.1. The User may terminate any agreement for the provision of the Services described in the T&C at any time, without cause and with immediate effect.

## **7. COMPLAINTS PROCEDURE**

- 7.1. In the event of any concerns regarding the operation of the Website and its functionality, the User may lodge a complaint by sending an email to the address indicated in point 1.3.2. above.
- 7.2. Complaints shall be dealt with immediately, within a maximum of 14 calendar days from the date of lodging the complaint. The complainant shall receive a reply in the form of an email sent to the email address from which the complaint was sent.
- 7.3. Complaints shall be considered on the basis of the provisions of these T&C and the laws commonly applicable in Poland.

## **8. DISPUTE RESOLUTION**

- 8.1. 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 informs that at: <https://ec.europa.eu/consumers/odr> an online ODR platform is available for the out-of-court resolution of disputes between consumers resident in the European Union and traders established in the European Union wishing to use out-of-court dispute resolution for contractual obligations arising from online sales contracts or service contracts.
- 8.2. The Service Provider informs that, unless such an obligation arises from mandatory legal provisions, the Service Provider does not use out-of-court means of redress (out-of-court dispute resolution). Furthermore, the Service Provider does not undertake to use the ODR platform referred to in point 8.1. above.
- 8.3. In the event of a dispute with the Service Provider, the User may seek assistance and advice from the municipal or district consumer ombudsman or consumer organisations such as the Federation of Consumers, the Association of Polish Consumers and the European Consumer Centre. More information can be found on the websites of these entities.

## **9. PERSONAL DATA PROCESSING**

- 9.1.** The personal data of the User is processed in accordance with the principles described in the Privacy Policy, available under the "Privacy Policy" tab, to which a link is provided in the footer of the Website.

## **10. AMENDMENTS TO THE T&C**

- 10.1.** The Service Provider is entitled, for justifiable reasons, to unilaterally amend these T&C to an extent that has not been individually agreed with the User. In particular, the occurrence of one of the following circumstances is deemed to be a justifiable reason:
  - 10.1.1.** a change in the generally applicable law in the Republic of Poland to the extent that such a change in the law modifies the content of the T&C or imposes an obligation on the Service Provider to modify such content in a specific manner;
  - 10.1.2.** the issuance by public administration authorities, including in particular the President of the Office of Competition and Consumer Protection, of binding decisions or recommendations to the extent that such decisions or recommendations modify the content of the T&C or impose an obligation on the Service Provider to modify that content in a specific manner;
  - 10.1.3.** the introduction by the Service Provider of new functionalities or services on the Website or the modification of their existing scope - in this case, the content of the T&C may be amended to the extent applicable to such new functionalities or services;
  - 10.1.4.** the introduction by the Service Provider of new IT systems or the modification of existing ones - in this case, an amendment to the content of the T&C is permissible to the extent that it is objectively necessary and directly related to the introduction or modification of the aforementioned IT systems;
  - 10.1.5.** the emergence of judicial or administrative case law indicating that contractual provisions analogous to those applied by the Service Provider may be contrary to the law, including in particular consumer protection law - in this case, a change in the content of the concluded contract will be admissible if, upon comprehensive consideration of the circumstances of the case, it can be objectively deemed that, from the point of view of the average customer of the Service Provider, the proposed change is in favour of such customer; or
  - 10.1.6.** the T&C need to be supplemented, clarified or modified due to universally applicable laws in the Republic of Poland or for the sake of greater clarity of their provisions for Users - in this case, an amendment to the T&C is permissible to the extent that it enables the adjustment of the T&C to legal regulations or greater clarity of its provisions.
- 10.2.** The Service Provider shall inform the User by publication on the Website, at least of:
  - 10.2.1.** the content of a proposed amendment to the T&C;

**10.2.2.** the effective date of such amendment;

**10.2.3.** the consolidated text of the T&C after the amendment.

**10.3.** The amendments to the Terms and Conditions shall be effective from the date expressly indicated by the Service Provider, following their publication on the Website, for all agreements concluded after that date.

## **11. FINAL PROVISIONS**

**11.1.** The T&C shall enter into force on January 16, 2024.

**11.2.** In matters not covered by these T&C, the relevant provisions of Polish law shall apply. For the avoidance of doubt, it is assumed that none of the provisions of the T&C shall restrict the User's rights to which they are entitled under the provisions of the law in force in the territory of the Republic of Poland. In the event of the existence of a provision of this nature, the provisions of the applicable Polish law shall apply unconditionally.

**11.3.** Disputes arising from the T&C that could not be amicably resolved between the User and the Service Provider shall be settled by the competent common court.