

TERMS

§ 1 General Provisions and Definitions

1.The purpose of the Terms and Conditions of the Gamehag website is to set out the terms and conditions of operation, functioning and use of the Gamehag Portal available on the Internet at www.gamehag.com as well as the rights and obligations of the Administrator, Users and entities using the Portal.

2.The Administrator is Gaming Sp. z o.o., ul. Romana Abrahama 18, 61-615 Poznań, NIP [VAT reg. No.]: 7831749141, REGON [statistical ID No.]: 365698526, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under number KRS 0000643377.

3.The technical operator that makes available the data communication infrastructure is CashBill S.A. with its registered address in Dąbrowa Górnicza, at ul. Rejtana 20, registered by the District Court for Katowice Wschód in Katowice, 8th Commercial Division of the National Court Register, under number KRS 0000323297, with NIP [VAT reg. No.] 6292410801 and REGON [statistical ID No.]: 241048572

4.Whenever a reference is made in the Terms and Conditions to:

Portal – this shall be understood as meaning the service provided under the www.gamehag.com domain.

Terms and Conditions – this shall be understood as meaning this document.

User – this shall be understood as meaning a natural person who registered with the Portal and who uses the whole range of the services provided under the www.gamehag.com domain.

User Account – this shall be understood as meaning an individual account of the user registered with the Portal on the basis of information provided by the User upon registration.

User Profile – this shall be understood as meaning a file of settings individually adjusted by the User in the User Account.

Limited User – this shall be understood as meaning a natural person who registered with the Portal and who uses a limited range of the services provided under the www.gamehag.com domain.

Partner – this shall be understood as meaning an entity which may award Soul Gems for purchases made therefrom.

Games – this shall be understood as meaning the games made available at gamehag.com

Soul Gems – this shall be understood as meaning points awarded to the User with or without consideration, gathered in the User Account.

Prize – this shall be understood as meaning a bonus awarded to the User as a result of gathering a certain number of Soul Gems and fulfilling other conditions and requirements set by gamehag.com

Store – this shall be understood as meaning the place where the User may select the Prize or purchase Soul Gems.

Operator – this shall be understood as meaning an economic operator providing data communication services in Poland under a license.

Table – this shall be understood as meaning a list of prefix numbers and contents of SMS messages including the charge amount, which forms Appendix No.1 to these Terms and Conditions.

SMS (short message service) – this shall be understood as meaning a service enabling sending short text messages up to 160 characters to /from mobile phones between GSM network operators.

Forum – this shall be understood as meaning a virtual meeting place of users.

Ranking – this shall be understood as meaning a list of Users categorised according to the number of Soul Gems gained by each of them individually.

§ 2 Rules of Functioning of the Portal

1. Holding an individual electronic mail (e-mail) account and a web browser that interprets HTML5 or older codes is a technical prerequisite indispensable for proper registration with and use of the Portal

2. In order to use the Portal, it may also prove necessary to enable the SSL protocol in browser settings and the cookies.

3. In order to properly use the Portal, it may also prove indispensable to instal the JavaScript application.

4. Using the Portal services is free of charge.

5. A Limited User may use the services provided by the Portal to a limited extent.

6. While registering with the Portal the User is requested to consent to the use of means of electronic

communication in order to perform the services offered by the Portal.

7.Registration with the Portal means acceptance of these Terms and Conditions.

8.Registration with the Portal is made for an unspecified time.

9.The User may not dispose of the rights arising from holding a User account in the Portal to any third party.

10.The User may deactivate his account at any time.

11.Registration with the Portal means that the User consents to the processing of personal information. The method and scope of personal information processing is set out in the Privacy Policy.

12.In the course of the registration with the Portal the User may grant consent to receiving commercial information or marketing materials from the Administrator or Partners at the e-mail address given in the registration process. The User may revoke such consent at any time.

13.Registration of the User with the Portal is free of charge and it is equivalent to the conclusion of an agreement between the User and website Administrator, on the terms set out in the Terms and Conditions.

14.Receiving the User status shall be contingent upon the correct completion of the data registration process. Registration may be carried out using the www.facebook.com portal by logging in through an indicated portal.

15.The User may have only one Account with the Portal. In the event of the User having more than one Account the Administrator may block the Accounts and then ask the User to select one of them and remove the others. If the User fails to respond to the aforesaid request, the Administrator may remove the User's Accounts within 14 days of making such ineffective request.

16.The User shall not provide his User Account log-in data to any third parties and shall not obtain such data from other Users.

17.In the event of a suspicion of a breach of the law or of these Terms and Conditions by the User the Administrator reserves the right to remove or block the account of the User responsible for the breach

without giving reasons. The User's account shall be blocked for 30 days or until such time when the reason for blocking the account ceased to exist.

18. The Administrator shall have the right to move the content of the website to other servers supporting the Portal in order to ensure the continuity of use of the Portal and the correct provision of the services or for legal reasons. The Administrator reserves the right to the possibility of interruptions in the website operation due to maintenance work and/or upgrading of devices or software, provided that he shall minimise as much as possible the inconvenience caused thereby (for example, by carrying out the maintenance and/ or upgrading work at the times when the smallest number of users will be impacted) in order to ensure most convenient and uninterrupted use of the Portal.

19. The Administrator shall not be liable for any actions of the Users relating to their use of the Portal carried out for purposes which are in breach of the Terms and Conditions or legal regulations in force. Portal Users shall be fully liable for the consequences of their actions and in particular they are obligated to ensure that their actions comply with the law in force. In the event of a suspicion of a user committing an offence the Administrator shall notify law enforcement authorities thereof.

§ 3 Service provision

1. Services offered within the Portal are used to place and present content uploaded by Users, to play games available at the Portal, including acquiring Soul Stones, to get access to the content placed on the Portal and participate in conversations within the frame of the forum available at the Portal.

2. The services are offered in the Republic of Poland and abroad.

3. Users who have registered abroad using the Polish version of the Portal are not eligible for the prizes.

§ 4 Forum

1. The forum may be browsed by all Users.

2. Users are entitled to write posts, open a new topic and to establish groups.

3. It is prohibited to disseminate – as part of content of the posts – information that breaches the law,

including in particular information propagating fascist or totalitarian systems and instigating hatred on the grounds of differences in nationality, ethnic background, race, religion or on the grounds of irreligion.

4.It is prohibited to disseminate pornographic content, in particular by soliciting pornography or soliciting unlawful sexual activity, including with minors.

5.Posts placed by Forum Users shall not breach personal interests of other Users or established customs and they shall not contain any vulgar or offensive content.

§ 5 Soul Gems and prizes

1.The User shall receive Soul Gems free of charge in exchange for fulfilment of tasks while using the Games made available on the Portal and moving to the next Level of the Game.

2.The User shall receive Soul Gems free of charge in exchange for recommending the Portal, promoting the Portal or linking it to the social network profile, downloading a mobile application.

3.The User may also receive Soul Gems free of charge while making purchases from Partners. The list of Partners is available at the Portal.

4.In order to receive free Soul Gems in exchange for purchases made with Partners the User shall be obligated to use the email address provided thereby in the course of registration with the Portal.

5.The Administrator is not a party to any legal transactions carried out between the User and a Partner. The Administrator shall not be liable for any failure to fulfil or improper fulfilment of an obligation by the Partner, including failure to award or awarding a smaller number of Soul Gems.

6.Special campaigns will be organised within the Portal which will enable the User to obtain additional Soul Gems free of charge. The campaign and the possibility of receiving Soul Gems shall be each time announced on the Portal.

7.The User has the option to obtain Soul Gems for consideration.

8.Payment for Soul Gems obtained for consideration shall be made by an SMS message, PayPal, PaySafeCard, bank transfers. Within 7 working days of the date of receipt of confirmation of crediting the

Administrator's bank account with the due amount the User shall receive confirmation of the transaction of Soul Stones acquisition for consideration at the email address provided by the User in the course of registration and specified in his panel.

9. The User may withdraw from an agreement concluded with the Administrator as a result of which he acquired Soul Gems against payment within 14 days of the transaction. The statement of withdrawal template is attached to the Terms and Conditions. The User may withdraw from the Agreement without giving reasons.

10. The User shall submit the statement of withdrawal referred to hereinabove in writing to the Administrator's address indicated in the Terms and Conditions. The deadline shall be deemed kept if the User has sent the statement prior to its expiry.

11. Following verification of the received statement the Administrator shall return the amount paid to the original bank account from where the payment came from, unless the User has agreed otherwise.

12. When Soul Gems were purchased against payment via an SMS service, the User shall be obligated to provide in the statement of withdrawal the bank account number to which the amount paid shall be returned.

13. The User hereby undertakes not to mislead the Portal Administrator as to information on the basis of which he is eligible to acquire Soul Gems.

14. Obtaining Soul Gems by the User takes place automatically, in a manner directly related to the Registration of the User account.

15. The User shall not dispose of or make available to any third parties any Soul Stones he has obtained while using the Portal, unless provisions displayed on the Portal stipulate otherwise.

16. The User shall not acquire Soul Gems for any purpose other than their use within the Portal.

17. In the event of the User breaching the terms and Conditions the Administrator reserves the right to cancel all Soul Gems gathered by the User.

18. Confirmation of the email address in the course of the registration process and collecting a specified number of Soul Gems are prerequisites for receiving Prizes by the User.

19.The User shall receive a Prize following fulfilment of the prerequisites determined by the Administrator hereinabove. The number of Soul Gems required to receive a Prize is specified by the Administrator on the Portal.

20.Moreover, the User has the right to acquire Soul Gems against payment while selecting the Prize in order to increase their number at the User Account in the event of having an insufficient number to get a given Prize.

21.The Prize is awarded by way of an SMS message with a unique code sent to the mobile phone number indicated by the User.

22.The User selects the Prize in the Store. A minimum number of Soul Gems are assigned to each Prize for which the User may purchase it.

23.The Administrator shall deliver the Prize no later than within 30 days from the date of confirmation that the User has obtained the required number of Soul Stones.

24.Along with the receipt of the Prize the number of Soul Gems in the User Account is automatically reduced.

§ 6 Terms and conditions of provision of the SMS service

1.The purpose of the SMS service is to top up the virtual User's account by purchasing an additional number of Soul Gems by way of an SMS message sent to the phone number indicated in the Table and with the appropriate content.

2.The User shall each time pay for sending an SMS message with the purpose to acquire a specified number of Soul Gems within the Account held, according to the rates indicated in the Table referred to in section 6 below.

3.In order to use the SMS service the User has to approve of these Terms and Conditions.

4.The SMS service is available to Users of mobile phones and/or other devices with parameters/ functionalities enabling subscribing for MT SMS services against payment within the networks of Orange

Polska S.A. (Orange), T-mobile Polska S.A. (T-Mobile), P4 Sp. z o.o. (Play) and Polkomtel Sp. z o.o (Plus).

5.The User intending to use the SMS service shall send an SMS message with the content and to the prefix number given in the Table.

6.In response to the SMS message sent to the selected prefix number and with the content indicated in the Table the User shall receive a unique, one-off code which he shall enter in the SMS form available at the portal page. Entering a proper code results in an automatic award of Soul Gems, within no more than 7 days.

7.Table:

No.	Prefix number	Message content	Number of Soul Gems acquired	Cost of the SMS
1.	71480	gamehag	40	PLN 1.00 net of VAT/ 1.23 incl. VAT
2.	72480	gamehag	80	PLN 2.00 net of VAT / 2.46 incl. VAT
3.	73480	gamehag	120	PLN 3.00 net of VAT/ 3.69 incl. VAT
4.	74480	gamehag	160	PLN 4.00 net of VAT/ 4.92 incl. VAT
5.	75480	gamehag	200	PLN 5.00 net of VAT/ 6.15 incl. VAT
6.	76480	gamehag	240	PLN 6.00 net of VAT/ 7.38 incl. VAT
7.	79480	gamehag	360	PLN 9.00 net of VAT/ 11.07 incl. VAT
8.	91400	gamehag	700	PLN 14.00 net of VAT/ 17.22 incl. VAT
9.	91900	gamehag	850	PLN 19.00 net of VAT/ 23.37 incl. VAT
10.	92022	gamehag	890	PLN 20.00 net of VAT/ 24.60 incl. VAT
11.	92550	gamehag	1000	PLN 25.00 net of VAT/ 30.75 incl. VAT

8.In the event of a suspicion of a breach of the law or of these Terms and Conditions by the User or in the event of the Operator's demand to suspend the service the Administrator reserves the right to cease to provide the service until such time when the reason for refusal to provide the service ceased to exist.

§ 7 Copyright

1.A User who uploads content, materials, films, photographs onto the Portal hereby declares that he has the necessary approvals or consents required in order to disseminate them, including to reproduce them, and that by doing so he does not violate any legal acts in force, and in particular the provisions of the Copyright and Neighbouring Rights Act of 4 February 1993. The User also declares that his actions do not infringe any third party rights.

2.A User who uploads content, materials, films, photographs onto the Portal automatically authorises the Administrator, Limited Users and other Users to use them to the extent of their dissemination by way of displaying, reproduction, broadcasting and re-broadcasting as well as making the work available to the public in such manner that everybody could have access to it at a time and place chosen by them.

3.A User who uploads content, materials, films, photographs and other outcomes of individual work shall be fully liable for any breach of third party copyright. The User hereby exempts the Administrator from any liability for infringement of third party rights as a result of the aforementioned actions and shall reimburse the Administrator for any costs incurred thereby as a result of infringement of third party rights.

§ 8 Complaints

1.The Administrator shall make every effort to ensure correct and uninterrupted use of the Portal.

2.Any and all disruptions occurring during the use of the Portal and connected with its functioning may be the subject of a complaint filed by the User. Complaints shall be submitted to: payments@gamehag.com. Other comments and problems relating to the services provided within the Portal as well as to any infringements by other Users of the Portal shall also be notified to the Administrator.

3.Complaints shall be considered on a current basis, but no later than within 14 days of their filing by the User. The Portal Administrator reserves the right not to respond to a complaint if it results from a failure to read the Terms and Conditions or to follow the guidelines issued to the User or the Editor for the purpose of providing services in the correct manner or proper use of the Portal.

4.In order to diagnose irregularities in the functioning of the services offered by the Portal the Administrator reserves the right to interfere with the technical structure of the User's account.

5.The response to the complaint will be sent to the e-mail account provided during registration with the Portal.

§ 9 Final Provisions

1.In matters not regulated by these Terms and Conditions provisions of the Civil Code and the On-line Services Act shall apply.

2.Users shall be notified of any and all amendments to these Terms and Conditions by way of a message sent to the account and through a notice published on the Portal. The Users may register their objections to such amendments by e-mail or by filling out the contact form. As a result of objecting to the provisions of the Terms and Conditions the account of the User shall be removed no earlier than within 14 days of the receipt of such objection.

3.Any disputes which may arise between the parties in the course of co-operation between the Administrator and the User or between the Administrator and the Limited User shall be resolved amicably. If no amicable resolution is possible, the dispute shall be referred to a competent common court of law with jurisdiction over the place of residence of the respondent.

4.Appendix No. 1 constitutes an integral part of these Terms and Conditions.

5.The SMS service shall be activated as of 2 August 2016.

6.The Terms and Conditions come into effect on 2 August 2016.