



MOUSETRAP GAMES – TERMS OF SERVICE

Valid as of: 17.06.2020

These Terms of Service govern the relationship between you (“**User**” or “**you**”) and Mousetrap Games sp. z o.o., a limited liability company incorporated under the laws of Poland with its registered office in Wrocław, address: ul. Stacha Świstackiego 20/4, 50-430 Wrocław, entered into the National Court Register - register of entrepreneurs held by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under the KRS number: 0000673373, with tax ID (NIP) No. 8943102623, REGON statistical No. 367049230, with share capital of 6.500 PLN (“**Mousetrap Games**” or “**we**” or “**us**” or “**our**”) and constitute an agreement on the provision of services provided electronically (the “**Agreement**”).

1. General Terms

- 1.1. These Terms of Service (“**Terms**”) shall govern your use of Mousetrap Games’ mobile and online services in the form of mobile game applications developed and/or published by Mousetrap Games (the “**Games**”), our website (www.mousetrap.games) (the “**Website**”) or presence on third party websites or app stores (the “**Platforms**”) and other website products and services that we may offer from time to time, all of which together are referred to as the “**Services**” or the “**Service**”.
- 1.2. The use of our Services is also governed by our Privacy Policy which is incorporated herein by reference.
- 1.3. These Terms together with Mousetrap Games’ Privacy Policy affect your legal rights and obligations. Before accessing or using the Service, including browsing the Website or accessing a Game, you must agree to these Terms and the Privacy Policy. You may also be required to register an account in the Service (an “**Account**”).
- 1.4. BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT INSTALL, ACCESS OR USE THE SERVICE.
- 1.5. We reserve the right to change, modify, add or remove portions of these Terms at any time, in accordance with the section 9.3. You can review the most current version of this Terms by clicking on the “Terms of Service” link located within the Game or on the Website. You will be deemed to have accepted such changes by continuing to use the Services. If at any point you do not agree to any portion of the then-current version of our Terms, you may terminate this Agreement and your license to use the Services shall immediately terminate, and you must immediately stop using the Services.
- 1.6. These Terms apply and shall have effect in respect of all use of any and all of our Services, unless explicitly specified otherwise, and are complementary to any applicable terms of Platforms (such as Google Play, App Store), or any other operators of digital distribution platforms on which our Services may be distributed from time to time (“**Platform Terms**”), as well as any terms specific



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to the Service. If you access the Service from such Platform, you shall comply with its terms of service/terms and conditions as well as these Terms.

- 1.7. The Services are intended solely for the purpose of entertainment and the use of the Services for business or commercial purposes without Mousetrap Games' prior explicit consent is prohibited.
- 1.8. The Services are offered on an "as is" basis. Please note that there may be periods of time during which the use of Services is interrupted or affected due to technical reasons or required maintenance work. Mousetrap Games shall not be liable for these instances. This also does not include periods of time in which Mousetrap Games' general servers or the servers of certain Games do not allow online access due to reasons beyond our control (such as force majeure, third party responsibility, etc.).
- 1.9. We continuously update, change and develop our Games and other Services at our own discretion. Therefore you can participate in the respective Game or other Service in its respective form provided at any given time. Except as may be expressly specified otherwise by us with respect to paid portions of the Services, we also retain the right to suspend or cease operating a Game or remove a specific Service, or any aspect or feature of the Service, without explanation or liability.
- 1.10. You are responsible for ensuring that your own software and hardware is suitable and up-to-date for the use of the Services.
- 1.11. In order to use the Services, you must be 13 years old or older. If you are between the ages of 13 and 18, or a minor according to laws applicable to you, you represent that you have your parent's or legal guardian's explicit consent to use the Services on these Terms. By using the Services you hereby confirm you meet these requirements: (1) you are 13 years old or older, (2) you understand and agree to these Terms, (3) if you are between 13 and 18 years old, your parent or legal guardian has reviewed and agreed to these Terms.
- 1.12. Please read the following Terms carefully before using, downloading, purchasing or installing any of our Games, applicable features or content and related online Services.

2. Limited License to Use

- 2.1. Subject to your agreement and continuing compliance with these Terms, Mousetrap Games grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Service solely for your own non-commercial entertainment purposes, as permitted by the relevant Platform Terms. License expires upon termination of the Agreement
- 2.2. Mousetrap Games does not grant you any other express or implied rights or license in or to our Services, and all right, title and interest that Mousetrap Games has in its Services not explicitly granted to you by Mousetrap Games or its licensors are retained by Mousetrap Games or its licensors.
- 2.3. Except as expressly permitted in these Terms or under applicable law, you may not: (a) edit, copy, modify, adapt, merge, translate or create derivative works based on the Services or any portion thereof; (b) distribute (including by making our Services available on any distribution platform or website), publicly reproduce, transfer, sublicense, lease, lend, or rent the Services to any third party; (c) reverse engineer, decompile, or disassemble the Services; or (d) make the functionality



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of the Services available to multiple users through any means; (e) use the Services or any portion thereof beyond the agreed purposes.

3. Intellectual Property, User Content

- 3.1. Our Website, Games and other Services include various content with data, images, text, graphics, music, sounds, sound sequences, titles, code, themes, objects, characters, stories, catchphrases, concepts, artworks, animations, audio-visual effects, codes, business names, trade secrets and trade marks (whether registered or unregistered) or other information or elements of Services (the “**Content**”).
- 3.2. The Content is protected by trademarks, copyrights, or other means for the benefit of Mousetrap Games or its licensors, and you receive no right or interest therein other than the limited license in section 2.1 hereof. Copyright information and brand names displayed within the Services may not be changed, hidden or removed.
- 3.3. The Services may contain certain licensed Content and Mousetrap Games’ licensors may act to protect their rights in the event of any breach of these Terms.
- 3.4. For avoidance of doubt it is acknowledged that in the event that you post any content while using the Services (the “**User Content**”), you grant to Mousetrap Games an non-exclusive, transferable, sub-licensable, worldwide, royalty free, perpetual, irrevocable, license to use and make available any such User Content in connection with the Services in any manner or media.
- 3.5. You also represent and declare that you will not post, communicate, transmit or make available to or through our Services any User Content that: (i) contains any restricted material or confidential information of any person; (ii) is unlawful or might give rise to civil or criminal liability; (iii) infringes the intellectual property rights of any third party; (iv) is abusive, pornographic, defamatory, libellous, racist or otherwise prohibited by applicable laws; (v) is technically harmful or (vi) may be deemed a marketing communication or is related to products or services of other parties.
- 3.6. We reserve the right to remove, restrict, suspend or alter any User’s Account and User Content at our own discretion, in particular for the reasons specified in section 3.5 above.

4. Games: Fees and Purchase Terms

- 4.1. Mousetrap Games provides Users with both free of charge Games (the “**Free-to-play Games**”) and paid Games (the “**Premium Games**”) available via Platforms, such as Google Play and App Store.
- 4.2. If you want to buy any of our Premium Games, you agree to pay upfront the applicable fees and taxes indicated in the relevant Platforms (e.g. App Store or Google Play Store) in order to play the Game. Failure to pay these fees will result in termination of your use of the Premium Game.
- 4.3. Users can use our Free-to-play Games offered essentially free of charge. The basic functions of such Games are provided free of charge. In addition to the free basic functions, further Game features, including virtual currency, Game content and services are offered for a fee (the



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“Premium Services”). Use of these Premium Services by the User is optional; there is no obligation to do so.

- 4.4. Information on the nature and scope of such Premium Services, the rates for such, which functions they have, and what preconditions they require can be found in the instructions of the respective Game. Depending on the specific feature or rate, one-time payments or payments that are due for a specific period of time (e.g. days, weeks, months) may be necessary. All purchases of Premium Services made within the Game are final and non-refundable.
- 4.5. The provision of Premium Services for use in Games is a service provided by Mousetrap Games that commences immediately upon acceptance of your purchase.
- 4.6. The Games undergo continuous development. We reserve the right, at any time, to offer new Game functions, remove functions, change functions, make free features chargeable and/or make chargeable features free of charge, without impairing the playability of the Game as a whole. If you have already paid for the use of Premium Services for a period in the future and you are unable to use these because they are either no longer available, have been altered and/or are now provided free of charge, Mousetrap Games shall offer you other Premium Services as a substitute. Any further claims by the User are excluded.
- 4.7. We may at any time change the prices of Premium Services, and shall display the new prices in the appropriate places. In the case of subscriptions, these price changes shall not apply until the period after the next possible option to terminate the contract, which the User has not exercised.
- 4.8. The acquisition of in-Game currency is included in the Premium Services offered. This in-Game currency is only for use within the respective Game. A payout of in-Game currency in or a conversion of in-Game currency credit into legally recognized tender is excluded.
- 4.9. The extended right of use for Premium Services shall apply exclusively to the Game and your Account for and from which these Premium Services were purchased. A transfer to other Games or other Accounts is excluded.
- 4.10. Payments for Premium Games and Premium Services are processed through the relevant Platforms. In this case, the relevant Platform Terms and terms of payment apply. These Terms apply supplementary. Where there is a contradiction between the Platform Terms and these Terms, the relevant Platform Terms and terms of payment shall have priority.

5. Duration and Termination of the Agreement

- 5.1. Unless explicitly stated otherwise, this Agreement for the use of the Services runs for an indefinite period of time. The Agreement may be terminated by Mousetrap Games with immediate effect in the event that the User breaches any of these Terms. The User may terminate the Agreement at any time by deleting the User’s Account or by uninstalling the Game.
- 5.2. Mousetrap Games reserves the right to stop offering and/or supporting the Services or a particular Game or part of the Services at any time, at which point your license to use the Services or a part thereof will be automatically terminated. In such event, Mousetrap Games shall



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not be required to provide refunds, benefits or other compensation to Users in connection with such discontinued Services, except as set forth in section 4.6.

- 5.3. If the Account was required to use the Service and created within the Service, in the case of an extended inactivity of at least 3 months, we may delete your inactive user Account after giving prior notice to you.

6. Warranty Disclaimer, Limitation of Liability

- 6.1. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICE IS SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. MOUSETRAP GAMES DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAMES OR OTHER SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 6.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOUSETRAP GAMES SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MOUSETRAP GAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, MOUSETRAP GAMES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO MOUSETRAP GAMES IN ACCORDANCE WITH THESE TERMS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO MOUSETRAP GAMES DURING SUCH TIME PERIOD, YOUR SOLE REMEDY AND MOUSETRAP GAMES' EXCLUSIVE LIABILITY FOR ANY DISPUTE IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT.
- 6.3. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that Mousetrap Games may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Mousetrap Games' liability shall be the minimum permitted under such applicable law. In particular, nothing in these Terms shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from any negligence or fraud of Mousetrap Games.
- 6.4. We may provide you early access to certain Service that is still under development (so-called "**beta version**"). In such case the use of the beta version Service may be restricted and there may be a possibility of various errors occurring. Using beta versions is done on the User's own responsibility and may be discontinued or terminated by Mousetrap Games at any time.



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- 6.5. You agree and accept that we have no responsibility to review any user content and that we are not required to exercise any control or judgement of the content or the material posted by the Users or contained therein.
- 6.6. Except as specifically provided in these Terms and to the maximum extent permitted by law the foregoing warranties define in full the extent of Mousetrap Games' liability.

7. Personal data

- 7.1. Mousetrap Games processes the personal data of the Users in accordance with the law, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the provisions of the Personal Data Protection Act of 10 May 2018 (consolidated text of Journal of Laws of 2019, item 1781 as amended) and the Act of 18 July 2002 on Providing Services by Electronic Means (consolidated text of Journal of Laws of 2020, item 344 as amended).
- 7.2. Accessing and making use of the Services may require you to provide Mousetrap Games with personal information that is collected, used and disclosed in accordance with Mousetrap Games' Privacy Policy.

8. Dispute Resolution and Law

- 8.1. If a dispute arises between you and Mousetrap Games, we strongly encourage you to first contact our customer support directly to seek a resolution by contacting us at: support@mousetrap.games. To the extent permitted by applicable law, these Terms and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Poland, without regard to conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be hereby excluded.
- 8.2. Except where prohibited and without limitation to any statutory rights for consumers, you agree that the courts of Poland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter.

9. Final Provisions

- 9.1. You and Mousetrap Games agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.
- 9.2. The Services are intended for use and may only be used in the countries where all such use is lawful. Use of the Services is void where prohibited.



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- 9.3. We may amend these Terms from time to time and if we do, we will notify you by posting the amended Terms on the Website or on the Game at least 7 days in advance.
- 9.4. All questions, comments or enquiries regarding these Terms and/or use of the Services should be directed by e-mail at: support@mousetrap.games.
- 9.5. Mousetrap Games may publish additional or supplementary policies or terms related to specific Services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms.
- 9.6. These Terms, the Mousetrap Games Privacy Policy and any additional or supplemental policies and any documents expressly incorporated by reference herein, contain the entire understanding of you and Mousetrap Games, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.



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