

## TERMS AND CONDITIONS

### Placement/Location:

“Terms and conditions” tab

### Contents:

## TERMS AND CONDITIONS

### 1. [Definitions]

- a. **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, PL at Jugoslowianska Street, entered to the register of entrepreneurs of the National Court Register under the number 0000810173, register files of which are kept by the District Court for Warsaw in Warsaw, 12 Commercial Division of the National Court Register, NIP (*tax identity number*) 1133005669, REGON (*statistical number*): 384701481, with share capital amounting to PLN 7,800.00.
- b. **Price List** – a price list containing current fees for the provision of Services by the Service Provider, available in the following tab **TBA**.
- c. **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).
- d. **Party** – collective term referring to the Service Provider and Users jointly, or to each of them separately, depending on the context.
- e. **Privacy Policy** – an always up-to-date information describing the rules of processing Users' Personal Data in scope of the Service.
- f. **Agreement** – an agreement on provision of the Service concluded between the Service Provider and the User.
- g. **Materials** – all data, 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.
- h. **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.

- i. **Data** – all User's information and data collected in connection with the User's use of the Service.
- j. **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.
- k. **Account** – a part of the virtual space within the scope of the Service, made available to the User after finalising the Registration.
- l. **Registration** – an action required to set up an Account, resulting in conclusion of the Agreement.
- m. **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.  
**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).

## 2. **[General rules]**

- a. **[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](http://www.w3schools.com) (statistics of browsers usage around the world)). 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](mailto: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).
- b. **[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) or (c) termination of the Agreement by the Service Provider with a notice period, not longer than 60 days, provided that the Service Provider is entitled to choose from the aforementioned options at its sole discretion.
- c. **[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 e. 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.

- d. **[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.
- e. **[Licence]** Upon the transfer to the Service Provider or posting of the Content, the User grants the Service Provider a license to the extent necessary to perform the Agreement and provide the Service.
- f. **[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.
- g. **[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.
- h. **[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.
- i. **[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 about blocking access along with a justification

thereof and may additionally set a deadline to discontinue the infringements and remedy their effects.

- i. **[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]**

- a. **[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.
- b. **[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.
- c. **[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.**
- d. **[Entrusting data]** The User entrusts the Service Provider with processing of the following personal data: (a) collected in scope of the Account and the Service by the User - for the purpose and scope necessary for the Service Provider to execute the Agreement and provide Service to the User, e.g. storage (hosting) of data and (b) personal data of persons using the Account based on the consent of the User, including its employees or associates (if applicable).
- e. **[Deleting Account]** In order to delete the Account, the User should select an appropriate option within the Account interface and follow the instructions.
- f. **[Agreement]** The Agreement is concluded for an indefinite period when the Service Provider confirms the correct completion of the Registration procedure. The Agreement expires upon termination by the User or the Service Provider and after the Account deletion procedure.

4. **[Payments]** The Agreement with the User is a paid service agreement, 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.
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. 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 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). 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 or other circumstances making provision of service impossible; (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. The Service Provider is liable only for actual damages (all liability for lost profits, direct or indirect losses of profits is excluded), and its liability for damages towards the User is limited to the value of the amounts paid by the User who suffered damage.

9. **[Availability of Terms and Conditions]** 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.
10. **[Amendments]** 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 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.
11. **[Governing law]** 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).
12. **[Completeness]** 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.
13. **[Consumers]** 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.
14. **[Entry into force]** 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**

**Attachment 1.** Template of a statement on withdrawal from the Agreement

**TEMPLATE OF A STATEMENT ON WITHDRAWAL FROM THE AGREEMENT**

**Date** [please enter day, month, year]

**Service provider:** [please enter full name and address of the service provider]

**Client:** [please enter name and surname, correspondence and electronic address]

**Statement.** I/We hereby inform about withdrawal from the following agreement [indication of the agreement] concluded on [conclusion date].

signature of the consumer(s)\*

(\*required solely in case of a hardcopy)

## CLAUSES FOR ELECTRONIC FORMS

### Placement/location:

TBC

**[checkbox not selected by default/needs to be selected to proceed]** I hereby accept [terms and conditions](#) and do not raise any objections.

**[checkbox not selected by default/does NOT need to be selected to proceed]** I hereby consent to receive by electronic means commercial information regarding the [Service Provider](#) (hereunder “**Service Provider**”, “**We**”, “**Us**”), as well as third parties.

**[checkbox not selected by default/does NOT need to be selected to proceed]** I hereby agree for processing of my personal data by the Service Provider and its partners for marketing purposes.

Controller of the data is the Service Provider. The data will be processed in the scope, for the purposes and based on legal ground described in the [Privacy Policy](#). There you can also find information about your rights and many other.

## Privacy Policy

### Placement/location:

in the “privacy policy” tab

### Contents:

#### PRIVACY POLICY

*Updated: March 1, 2020*

**[Definitions]** For the purposes of this Privacy Policy, all terms written with capital letters, such as e.g. Agreement, Service etc. shall have meanings given to them in the Terms and Conditions available [here](#) (Chapter: Definitions), unless the Privacy Policy defines them otherwise below:

**Data:** Personal data in relation to which an informational obligation is being fulfilled by continuously providing information included in this Privacy Policy.

**You:** You, i.e. a natural person whose Data are being processed by us as the Controller (as defined in GDPR), in relation to your use of the Service.

**We or Controller:** an entity providing the Service to the Users: [.....], a limited liability company with its registered office in [.....] at [.....] Street, entered to the register of entrepreneurs of the National Court Register under the number [.....], register files of which are kept by the District Court for [...] in [...], [...] Commercial Division of the National Court Register, NIP (*tax identity number*) [.....], REGON (*statistical number*): [.....], with share capital amounting to PLN [....] .

**GDPR:** Regulation 2016/679 of the European Parliament and the European Council from April 27, 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data, as well as repealing Directive 95/46/WE (general regulation on data protection);

**[Data]** We can obtain your Data directly from You. Especially, but not always, these Data may include: User ID, email, information provided while using the Service, including information collected by cookies; information necessary for tax and accounting purposes, as defined by the binding provisions of law (if applicable); other data which you decide to provide us with.

**[Purpose of Data processing]**

**[Legal grounds of Data processing]**



Execution of Agreements on provisions of the Service	Article 6 point 1 letter b of GDPR (processing for the purpose of performance of a contract)
Statistical measurements	Article 6 point 1 letter b of GDPR (processing for the purpose of performance of a contract) or, if such measurements are not necessary for the purpose of agreement performance - Article 6 point 1 letter f of GDPR (legitimate interests pursued by the Controller)
Own marketing	Article 6 point 1 letter f of GDPR (legitimate interests pursued by the Controller)
Newsletters	Article 6 point 1 letter f of GDPR (legitimate interests pursued by the Controller)
Maintaining business relationships and informing former and current clients about new services	Article 6 point 1 letter f of GDPR (legitimate interests pursued by the Controller)
Tax, accounting and other purposes resulting from Controller's legal obligations	Article 6 point 1 letter c of GDPR (processing necessary to fulfill legal obligations of the Controller)

**[Retention period]:** We only process the Data for as long as it is necessary. When the purpose of the Data processing has been fulfilled, the Data will be deleted in accordance with our data retention policy, unless we are legally obliged to keep such Data. Depending on the legal grounds of processing, the Data may be processed for the following periods of time: if they are processed based of a ground of necessity to execute the Agreement - for the term of the Agreement and until expiry of claim limitation period related thereto; if they are processed based on a ground of a legitimate interest of the Controller - until a successful objection is filed; if they are processed based on a ground of fulfilling a legal obligation of the Controller - in the scope and for a period necessary to fulfil such obligations in compliance with the law; if they are processed based on a consent - until withdrawal thereof.

**[Data recipients]** The recipients of the giving Data categories may be the authorities entitled to receive Data in compliance with binding provisions of law. Moreover, Data may be received by Our service providers such as e.g. IT or accounting services. **For the moment, we do not plan to transfer the Data to third countries (i.e. the countries outside the EEA (European Economic Area)). Should it, however, happen, it will be executed in compliance with all requirements resulting from the binding provisions of law.**

**[Your rights]** Depending on a situation, you are granted several rights based on GDPR. Those include among others: (a) right to access your Data, including receiving a copy thereof; (b) right of rectification of your Data; (c) right of erasure of your Data (only in cases foreseen by GDPR); (d) right to restrict processing of your Data; (e) right to withdraw your consent - to the extent in which your Data are processed based on your consent. Remember that withdrawal of your consent does not impact lawfulness of processing before such withdrawal; (f) right to Data portability; (g) right to object against processing of your Data; (h) right to file a complaint to the supervising authority - the President of the Personal Data Protection Office ([current contact data are available here](#)).

**[Updating information]** As the privacy policy is an up-to-date information about the processing of Data, its content may change so that it is consistent with the actual processing of your Data. The current privacy policy together with information about the date of the last update will always be available in the Service.

**[Contact]** In case you have any doubts regarding the processing of your Data, please contact us by sending an email to: [privacy@ggpredict.io](mailto:privacy@ggpredict.io).

**[General information about cookies]** Cookies are IT data, in particular text files, which are stored in the end device of website and application users. Cookies usually contain the domain name of the website from which they originate, their storage time on the end device and a unique number. The website / application may place a cookie in the browser if the browser allows it. Importantly, the browser allows the website / application to access only those cookies which were placed by this website / application, and not the files placed by any other websites / applications.

**[Types of cookies]** In scope of the Service, cookies are placed by Us and - potentially - by third parties. Depending on cookies and other technologies lifetime, We use two main types of these files: (a) session cookies - temporary files stored on the end device until logging out, leaving the website and application or turning off the software (web browser); (b) persistent - stored on the User's end device for the time specified in the cookie file parameters or until they are deleted by the User. Depending on the purpose of cookies and similar technologies, the following types may be used: (a) necessary for the operation of online services - enabling the use of these services, e.g. authentication cookies files; (b) to ensure safety; (c) performance cookies - enabling the collection of information on how to use online services; (d) functional - enabling "remembering" selected settings and interface personalisation, e.g. in scope of chosen language or region that you are from; (e) advertising - enabling delivery of advertising content tailored to your interests; (f) statistical - used to count statistics regarding websites and applications.

**[How we can use cookies]** We may use cookies and similar technologies to: (a) provide online services; (b) adjust those services to User's preferences and optimize them; e.g. cookies files allow in particular for recognizing device that uses the online service and display website in the adjusted version to its individual needs; (c) create statistics that enable us to understand how the Users are using our online services, which allows us to improve their structure and content; (d) maintaining User's session (after logging in), thanks to which User does not have to re-enter the login and password on each subpage; (e) advertising presentations, including in a way that takes into account the User's interests.

**[Browser settings]** In many cases, the software used for browsing websites (web browser) allows by default to store information in the form of cookies and other similar technologies on Your end device. You may, however, at any time change those settings. Failure to make such changes, means that the above information may be placed and kept in Your end device and therefore, We will be able to store information on Your end device and we will have access to this information. From the level of web browser You use, it is possible to e.g. independently manage cookies. The most popular browsers include option of: accepting cookies, which allows You to take full advantage of the options offered by the websites; management of cookies at the level of individual sites selected by You; specifying settings for different types of cookies, for example accepting persistent cookies as session cookies etc.; blocking or deleting cookies. Comprehensive information on this subject is available in software (web browser) settings. Please note that limitations or exclusions of the use of cookies and other similar technologies may affect some of the functionalities available in our online services.