

## **MRB Games Terms of Service**

These Terms of Service govern the relationship between you and MRB Games Sp. z o.o. with its registered office in Warsaw, Poland, Twarda 14/3, 00-105, entered into the National Court Register – register of entrepreneurs kept by the District Court for Warsaw, Czerniakowska 100, 12th Commercial Division of the National Court Register, under KRS number: 0000955124, with NIP number 5252896820, REGON number 521301600, and they form an agreement for service provision by electronic means (hereinafter the “Agreement”).

belonging to the MRB Games (hereinafter jointly referred to as “MRB Games,” “MRBG” “Us” or “We”), regarding your use of MRB Games mobile and online services in the form of our mobile and, the games available through the Applications (“Games”), or our presence on third-party websites or apps (“Third Party Platforms”), as well as other platforms, websites, products, offerings, and services that we may offer from time to time, all jointly referred to as “MRBG Services.”

Before accessing or using the MRBG Services, you must accept these Terms of Service and read the Privacy Policy. Some MRBG Services may require registering an account (“Account”).

If you access and use MRBG Services through a social network such as Facebook or other Third-Party Platforms (Google, Apple), you must comply with their terms of service as far as they regulate your use and with these Terms of Service regarding the use of Services.

IF YOU DO NOT ACCEPT ANY PART OF THE CURRENT VERSION OF OUR TERMS OF SERVICE, YOU MAY TERMINATE THE AGREEMENT AND STOP USING THE MRB Games SERVICES.

### **§1 [OWNERSHIP AND RESTRICTION OF USE]**

1. MRB Games is the sole owner of the MRBG Services.
2. All rights, titles, and interests in and to the MRB Games Services and their elements (including, but not limited to, any Game, its concept, themes, objects, characters, character names, stories, dialogues, catchphrases, graphics, animations, sounds, musical compositions, audiovisual effects, methods of operation, chat transcripts, character profile information, your Game save data, as well as software, logos, design elements, trademarks, databases, texts, information, statements, images, photographs, designs, and other materials and content, graphics, interactive content, video, and audio if displayed and/or used within or in connection with the MRB Games Services, along with all underlying elements of our Website or Application, including but not limited to source code, object code, and any documentation related to the operation or content of the Website or Application) are legally protected. MRB Games reserves all rights, including without limitation, all intellectual property rights or other ownership rights to the MRB Games Services.
3. The names of other companies or products or services referenced by any of the MRB Games Services may be trademarks or service marks of their respective owners.
4. None of the provisions of these Terms of Service grant you any ownership rights to trademarks, service marks, trade names, copyrights, or other intellectual property rights, or any other rights to the MRB Games Services or their individual elements. You may use the MRB Games Services only to the extent expressly permitted by these Terms of Service. Any other access to or use of the MRB Games Services requires prior written consent from MRB Games.

## §2 [LICENSE]

Provided that you agree to these Terms of Service and continue to comply with their conditions, MRB Games grants you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the MRB Games Service for your own non-commercial entertainment purposes. You agree not to use the MRB Games Service for any other purpose. The license terminates upon the termination of the Agreement with MRB Games regarding the specific MRB Games Service.

## §3 [RESTRICTIONS ON USE OF THE MRB GAMES SERVICES]

Any use of the MRB Games Services in violation of the restrictions outlined below is prohibited and may result in the suspension or deletion of your Account and/or the suspension or termination of other MRB Games Services (e.g., Game, Chat). You agree under any circumstances not to:

- a) use MRB Games support in a manner inconsistent with its nature or scope, particularly by asking questions about other Users, such as their personal data, game results, etc.;
- b) engage in or participate (directly or indirectly) in the use of fraud, exploits, automation software, bots, hacks, mods, or any unauthorized third-party software designed to modify or interfere with the operation of the MRB Games Services;
- c) modify or cause the modification of any files that are part of the MRB Games Services without the explicit written consent of MRB Games;
- d) disrupt or otherwise adversely affect the normal functioning of the MRB Games Services or act in a manner that may negatively impact the experience of other users while using the MRB Games Services. This includes trading wins and any other forms of ranking manipulation, exploiting bugs in the MRB Games Services to gain an unfair advantage over other players, and any other actions that constitute a deliberate abuse of the MRB Games Services or are inconsistent with their intended purpose;
- e) disrupt, overload, or assist in disrupting or overloading any computer or server used to provide or support the MRB Games Services;
- f) conduct any attacks on the MRB Games Services, assist in such attacks, or participate in them, including but not limited to distributing viruses, denial-of-service attacks, or other attempts to disrupt the MRB Games Services or interfere with another person's use of MRB Games Services;
- g) attempt to gain unauthorized access to the MRB Games Services, Accounts registered to other individuals, or to computers, servers, or networks connected to the MRB Games Services in any manner other than through the user interface provided by MRB Games, including but not limited to bypassing or modifying, or attempting to bypass or modify, encouraging others to bypass or modify, any security measures, technologies, devices, or software that are part of the MRB Games Services, or assisting them in doing so;
- h) harass, exploit, or harm another person or group, including MRB Games employees or customer support representatives, attempt to do so, support it, or encourage it
- i) reverse engineer, decompile, disassemble, decrypt, or otherwise attempt to obtain the source code of any underlying software or other intellectual property used to provide the MRB Games Services, or obtain any information from the MRB Games Services using a method not explicitly authorized by MRB Games;
- j) attempt to obtain login credentials or other login identifiers, or personal data from other users of the MRB Games Services;
- k) distribute spam (e.g., unsolicited commercial information);
- l) engage in commercial, advertising, or promotional activities, unless otherwise agreed upon individually with MRB Games;
- m) send the same message repeatedly or send multiple different messages in very short intervals (flooding);
- n) abuse third-party return policies (such as those of Apple, Google) by making regular and frequent refund requests or continuing to use Content after receiving a refund;
- o) publish or share Illegal Content within the MRB Games Services;

p) use the “Support”, “Help”, “Contact” or similar tabs in a manner inconsistent with their intended purpose, including by making false reports about Illegal Content with the intent to harm another user or mislead MRB Games staff.

#### **§4 [USER]**

1. MRB Games Services may only be used by natural persons who are acting for personal, non-commercial purposes, and who, at the time of registration, are at least 18 years old or of legal age according to the laws of their place of residence and have full legal capacity (“User”).
2. By accepting these Terms of Service and accessing the MRB Games Services, User confirms that they are at least 18 years old or of legal age according to the laws of their place of residence and have full legal capacity.
3. User acknowledges that the MRB Games Services may include elements or content intended solely for adults; therefore, User's use of the MRB Games Services is at their own risk and responsibility.

#### **§5 [PERSONAL DATA]**

1. Accessing and making use of the MRB Games Services may require you to provide MRB Games with personal data, which is collected, used, and disclosed in accordance with the MRB Games Privacy Policy (“Privacy Policy”). The Privacy Policy is [available here](#).
2. MRB Games processes your personal data on the terms as described in the Privacy Policy.

#### **§6 [TECHNICAL REQUIREMENTS FOR USE OF THE MRB Games SERVICES]**

1. Access to the MRB Games Services requires equipment, including a computer or mobile device with an up-to-date operating system (Microsoft Windows, macOS for computers; Android, iOS for mobile phones), a web browser that accepts cookies, and an internet connection. Supported browser types include, but are not limited to, the latest versions of Google Chrome, Mozilla Firefox, and Microsoft Edge. Proper functioning of the Game and other MRB Games Services may require the installation of plugins, and registration may require an email address.
2. For reasons including, but not limited to, system security, stability, and interoperability for multiple Users, MRB Games may need to perform automatic updates or enhancements to the MRB Games Services, which may result in changes to the technical requirements for using the MRB Games Services over time. You agree to such automatic updates.
3. MRB Games does not guarantee that you will be able to access or use the MRB Games Services at the time or location of your choice.
4. For certain MRB Games Services to function properly, it may be required to install the most current versions of the operating systems for the devices that you want to use in order to access the respective MRB Games Service. You should install such updates in accordance with the recommendations of the manufacturer of your device and the related operating system.
5. You bear any costs related to access to the MRB Games Services via any online, wireless, or other telecommunications services, such as any charges for browsing websites, sending messages, and using data in the network of the Internet provider or the wireless network operator.

## **§7 [MRB Games SERVICES]**

Under these Terms of Service, MRB Games may provide you with the following:

- a) User Account;
- b) Games;
- c) Content;
- d) Chats;

## **§8 [AGREEMENT CONCLUSION, TERMINATION AND PERFORMANCE]**

1. The agreement for the use of the MRB Games Services is concluded:

- a) for the Account, Game, and Chats – the moment the Account, Game, or Chat is made available to you or your device;
- b) for the Content – when you confirm the purchase order by selecting the appropriate button that acknowledges the obligation to pay.

2. The agreement is terminated – with respect to the Account, Game, and Chat – at the moment the Account is deleted by MRB Games.

3. The Agreement shall be deemed performed by MRB Games:

- a) with respect to providing Content – at the moment the ordered Content is made available to you for use within the Game;
- b) with respect to other MRB Games Services – at the moment you or your device gain access to them.

4. MRB Games shall commence Agreement performance (provision of the Content or MRB Games Service) immediately upon its conclusion. However, if the Agreement requires a payment from you, MRB Games will proceed only after the payment has been correctly processed and received by MRB Games. Content provision, this may take up to 24 hours.

5. If MRB Games fails to fulfill its obligation as mentioned in section 4 above, you may request MRB Games to perform its obligation. In such a case, MRB Games will make reasonable efforts to fulfill the obligation promptly, or within another additional timeframe individually agreed upon with you.

## **§9 [ACCOUNT]**

1. Using the MRB Games Services may require you to register a User account either directly within the MRB Games Service or on a third-party platform such as Facebook, Google, or Apple (in each case, an “Account”).

2. Direct registration is done by filling out an electronic form and providing the required information. If registration requires providing an email address, the Account is created after verifying the provided email address by sending a verification link.

3. If you register or access a specific MRB Games Service through a Third-Party Platform, your Account will be created immediately after verifying your profile and logging into that Platform.

4. Direct registration requires a username and password (“Login Information”). You may change your username and password on your Account at any time.
5. You are required to keep your Login Information confidential. You are not allowed to share your Account or Login Information with anyone, nor to allow anyone to access your Account or anything else that could compromise the security of your Account. If you become aware of any security breach, including but not limited to the loss, theft, or unauthorized disclosure of your Login Information, or if you suspect such a breach, you must promptly notify MRB Games and change your Login Information.
6. You are not allowed to use another User's Account.
7. MRB Games is not responsible for any damages incurred by you as a result of another person using your Account or Login Information due to reasons within your control.
8. Any questions regarding unauthorized use of your Account can be sent to MRB Games through the Website or User Account via the tabs “Support”, “Help”, “Contact” or similar options.
9. Each User may have only one Account per MRB Games Service at a time, unless MRB Games allows for one shared Account across different Services within the MRB Games Services.
10. You are not allowed to buy, sell, rent, or transfer your Account, create an Account using a false identity or false information, or on behalf of someone other than yourself, nor attempt to do so.
11. Within your Account, you can make purchases of Content and process payments. You represent that you are authorized to use the payment method associated with your Account. You are bound by the terms applicable to your Account, including those related to payments and purchases.
12. Within your Account, you can store information, including details about your progress in the Game.
13. You acknowledge and agree that you do not have any ownership rights to your Account and that all rights to the Account belong to MRB Games. MRB Games has the right to log in and perform operations within the Account if necessary to exercise its ownership rights, for security reasons, to ensure the proper provision of any Services, or to remove Illegal Content.

## **§10 [GAMES]**

1. MRB Games provides Users with Games. To play a Game, you need an Account, which entitles you to use the Game for free.
2. You do not have the right to update the Game on your own, including fixing any errors. Any errors you find should be promptly reported to MRB Games, including contacting MRB Games through the support channels described in §3.
3. Detailed descriptions of the Game, its rules, and the Content available for use within it are provided within the Game.
4. MRB Games reserves the right to discontinue offering a particular Game for tax, economic reasons, or due to strategic development decisions. In such cases, MRB Games will make every effort to inform Users of such decisions in a timely manner and will follow the termination procedure outlined in §24.

## **§11 [CONTENT]**

1. Content refers to special options in the Game provided to Users. Content includes, but is not limited to, items, upgrades, and virtual currency (“Game Currency”; collectively, “Content”). The Content may vary depending on the Game.
2. Content may be:
  - a) won during the Game,
  - b) awarded for free by MRB Games
  - c) purchased, with fees that may change over time (either increasing or decreasing).
3. The applicable fees are displayed in the Game in relation to the specific Content. Fees include all applicable taxes, including VAT.
4. MRB Games reserves the right to change the prices of Content offered in the Game at any time.
5. Content can be purchased with real money, received from MRB Games, or won during the Game, but they have no cash value whatsoever. Game currency is entirely non-transferable and has no real-world value.
6. Content can never be redeemed for real money, goods, or other monetary value from MRB Games or any other entity. They can only be used within the Game and in accordance with its rules. If the Game's rules allow using Content (especially in-game currency) to purchase other Content (such as items or upgrades) within the Game, such transactions are not considered real-world transactions. MRB Games is not responsible for any transactions occurring outside MRB Services.
7. You agree not to sell Content to any person or entity, including but not limited to other Users or any third party, nor to trade, redeem, or transfer Content in any way, or exchange Content for real money or any tangible goods.
8. Any Content purchased by you, won during the Game, or granted by MRB Games is provided under a limited, personal, non-transferable license, does not allow sublicensing, and is for personal, non-commercial use within the Game only.
9. You can pay for Content using the payment methods available in the Apps, which may include credit card payments, electronic bank transfers, or through Apple, Google, or other similar methods. To complete the payment, you may be asked to agree to the terms of each selected payment method, including any additional processing fees. MRB Games is not a payment service provider and is not responsible for any issues related to the services provided by the payment service provider in connection with the purchase. More information about payments can be found in §13.
10. MRB Games is not responsible for any Content that has been issued, lost, damaged, deleted, or misused by you, nor for interruptions in the Game or premature termination of the Game caused by external factors beyond MRB Games control, resulting in Content being issued, lost, damaged, deleted, or misused.

## **§12 [CONTENT PURCHASE]**

1. Purchase Orders for Content may be placed 24/7.
2. You select the type and quantity of Content you wish to purchase, as well as the payment method (“Purchase Order”). An Order represents an order made by you to receive the specified Content.
3. Before placing a Purchase Order, you are informed of the total amount you need to pay.

4. You are required to pay for the Purchase Order in advance.
5. You can modify the Purchase Order until it is confirmed by clicking the “Order and Pay” button (or another equivalent button).
6. After selecting the payment method and clicking the appropriate button to confirm the payment obligation, you may be redirected to an external payment service provider's website to complete the payment.
7. MRB Games accepts the order by sending a confirmation email to the User's email address and/or confirming the transaction through the communication tools available within the Game.
8. The Content service is considered completed by MRB Games at the moment the Content is delivered to the User within their Account.
9. After the Content is delivered to the User, it can be used in the Game at any time, but not later than the date of termination or withdrawal from the Agreement for providing the Game or the specific Content, unless a specific “Active Period” for the Content is explicitly defined in the Game.

### **§13 [PAYMENTS]**

1. You represent that you are authorized to use the selected payment method and that all payment information you provide is true and accurate.
2. You authorize MRB Games and/or the relevant payment service provider to charge you for the purchase using the selected payment method. You agree to promptly update all billing information (such as changes to billing address, credit card number, or expiration date) to ensure it is current, complete, and accurate. You also agree to notify us and the relevant payment service provider immediately if your credit card is canceled, lost, stolen, or if the security of your payment method is otherwise compromised.
3. All applicable fees are charged in advance and, once the Agreement is performed with respect to a specific MRB Games Service, are generally non-refundable in whole or in part. In particular, any payment for Content, once delivered by MRB Games to you in accordance with the terms of the Terms of Service, is, as a rule, final and non-refundable.
4. Since each payment method available to Users requires authorization, which is individual and assigned to the User, we consider any payment originating from your Account or mobile device as made by you, unless we have been informed prior to such payment of suspected security breaches or actual breaches.
5. When our Content is purchased through Third-Party Platforms (e.g., App Store, Google Play), the transaction is processed by that third party and is subject to their terms and conditions. We have no control over the transaction process and may receive very limited information about purchases made by you. As a result, we may not be able to provide you with the purchase history information you expect.

### **§14 [UPDATES AND MODIFICATIONS]**

1. MRB Games may correct, update, or modify the MRB Games Services (“Update”). As part of an Update, MRB Games may, among other things, modify the MRB Games Services or Content, enhance their security, change or improve their availability and other features, including making changes necessary to ensure compliance with the terms specified in the Terms of Service. We reserve the right to temporarily suspend the

availability of MRB Games Services during an Update, but we will make every effort to restore their availability as quickly as possible.

2. MRB Games reserves the right to cease offering a specific MRB Games Service for reasons such as tax or economic considerations, or as part of its development strategy. In such cases, MRB Games will make every effort to inform Users of such decisions in a timely manner and will follow the termination procedure specified in §24.

3. MRB Games will inform Users about Updates according to the rules set forth in the Terms and Conditions, including those described in §28.

4. You acknowledge that some Updates may be required to ensure the proper functioning of MRB Games Services. In such cases, you should follow the instructions and recommendations provided by MRB Games regarding their installation (if required). If you do not install the Update provided by MRB Games within a reasonable time as stipulated by the Agreement, MRB Games will not be responsible for any resulting non-compliance of the MRB Games Services with the Agreement, provided you were informed about the Update and the consequences of not installing it.

5. MRB Games Services are generally provided to you in the latest available version at the time of entering into the Agreement. However, as MRB Games Services continuously evolve to meet user expectations, MRB Games reserves the right to order and deliver MRB Games Services in new, experimental versions, with prior notification to you.

6. As part of Updates, MRB Games reserves the right to manage, regulate, modify, control, or remove Content at any time. This may apply to Content available for purchase within the Game and/or Content already purchased by you and within the Active Period as defined in §13(9). MRB Games will inform you of such significant changes (including what and when will change) in a timely manner, but no later than 14 days before the change, to allow you to use the Content you have purchased but not yet used. At its discretion, MRB Games may offer refunds or exchanges for Content that is subject to management, regulation, modification, control, or removal by offering you new or alternative Content within the Game. After the Update date and provided that the aforementioned notification obligation has been fulfilled, MRB Games will not refund Content that has been managed, regulated, modified, controlled, or removed. However, you retain the right to terminate as described in §15(7) below.

7. You acknowledge that MRB Games has the right to make updates and that MRB Games Services, including Games, are products that may change over time (e.g., due to changes in conceptual, artistic, or business direction, gameplay balance, or economy). As a result, certain MRB Games Services may be added, removed, modified, or replaced. MRB Games will inform you of any planned changes that may significantly and negatively impact your access to or use of MRB Games Services, and this information will be sent in a timely manner. In the event of such a change, you have the right to terminate the agreement without notice within 30 days from the date of the change or from being informed of the change by MRB Games. This right does not apply if MRB Games provides you with the option to maintain the MRB Games Service in its original state and without additional costs.

## **§15 [USER CONTENT]**

1. “User Content” means any materials (such as communications, images, sounds, and all data and information) that you upload, share, or post through the MRB Games Services, or that other Users upload, share, or post through the MRB Games Services.



2. MRB Games is not responsible for the actions of User posting User Content and is not obligated to conduct ongoing moderation of User Content for the presence of Illegal Content or inappropriate behavior.

3. You use MRB Games Services at your own risk. By using MRB Games Services, you may be exposed to Illegal Content from other Users.

#### **§16 [LICENSE FOR MRB GAMES]**

1. You hereby grant MRB Games an irrevocable, perpetual, transferable, royalty-free, worldwide license (including the right to grant sublicenses and assign to third parties) and the right to copy, reproduce, enhance, adapt, modify, create derivative works from, produce, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, transmit, publicly display or present, share electronically, broadcast, communicate to the public via telecommunications, display, perform, store in computer memory and the global Internet network, and otherwise use such User Content and any derivative works thereof in any manner.

2. You shall not exercise the right to attribute your name or pseudonym to the User Content and/or any moral rights you may have in the User Content, regardless of whether the User Content has been altered in any way.

3. MRB Games does not claim ownership of User Content, and nothing in these Terms is intended to limit any of your rights to use your User Content. MRB Games is not obligated to monitor or enforce your intellectual property rights in your User Content.

#### **§17 [USER INTERACTIONS]**

You are solely responsible for your interactions with other Users of MRB Games Services and any other entities you interact with through them. MRB Games reserves the right to intervene in disputes but has no obligation to do so. Additionally, MRB Games disclaims any implied or actual duty to monitor disputes between Users.

#### **§18 [ILLEGAL CONTENT]**

1. Illegal Content refers to any content (such as communications, images, sounds, and all materials, data, and information) that, either on its own or in reference to an action, is not compliant with the laws of any European Union member state or these Terms of Service.

2. MRB Games prohibits the transmission, sharing, or publishing of Illegal Content in any of its Services.

3. Content that is considered non-compliant with the Terms of Service includes, but is not limited to:

- a) acts of terrorism or extremist acts of violence;
- b) threats involving the use of force;
- c) hate speech, including content that is offensive, sexist, racist, hateful, incites hatred against individuals or groups based on certain characteristics such as age, disability, nationality, ethnicity, gender identity, or sexual orientation, or is discriminatory in any way;
- d) content related to illegal goods or activities;
- e) violations of intellectual property rights;
- f) vulgar, obscene, degrading, objectifying content, or content that encourages or promotes sexual activities (including sexual exploitation of minors) in exchange for compensation or that is sexual in nature;
- g) fraudulent activities, including but not limited to the use, promotion, or participation (directly or indirectly) in the use of cheats, exploits, bots, hacks, mods, or any unauthorized third-party software designed to modify MRB Games Services;
- h) spam, including unsolicited commercial information;
- i) content that is otherwise harmful, unethical, or inconsistent with social norms.

## **§19 [REPORTING, MONITORING, AND COMBATING ILLEGAL CONTENT]**

1. We may become aware of Illegal Content either on our own or through a User report.
2. If you notice content that may be considered Illegal Content, you can report it via the button located within the Game or by submitting a report through the form available on the Website.
3. If the report includes electronic contact details of the reporting User, MRB Games will send a confirmation of receipt to that User.
4. If it is determined that a User has submitted, shared, or published Illegal Content, MRB Games has the right to issue a warning to the User or impose other sanctions, including removing the Illegal Content, revoking access to selected or all MRB Games Services, and suspending or terminating the User's Account in accordance with the provisions of §24. MRB Games will inform the User of the actions taken in response to the breach of the rules or provisions of the Terms, the reasons for these actions, and the appeal process referred to in §21 of these Terms.
5. MRB Games will promptly notify the User who made the report of its decision regarding the reported content, while also providing information on how to appeal this decision.
6. MRB Games does not commit to and does not conduct ongoing monitoring of User Content shared within the MRB Games Services.
7. If MRB Games becomes aware of the presence of Illegal Content within the offered MRB Games Services, it has the right to remove the Illegal Content and may issue a warning or impose other sanctions, including revoking access to selected or all MRB Games Services, as well as suspending or terminating the User's Account in accordance with the provisions of §24.
8. In jurisdictions where monitoring or recording User Content communication requires consent or notification, acceptance of this Agreement and use of the MRB Games Services signifies that the User consents to such monitoring or recording or acknowledges that they have been informed of it.

## **§20 [APPEAL PROCESS FOR DECISIONS REGARDING ILLEGAL CONTENT]**

1. If a User disagrees with a decision regarding a report of Illegal Content, they have the right to file a claim using the form available on the Website within six months from the date on which the User was informed of the decision ("Claim").
2. A Claim should include a detailed description of the issue, the contact information of the person filing it, and any relevant evidence or materials.
3. Upon receiving the Claim, MRB Games will promptly acknowledge receipt electronically.
4. A decision regarding the Claim will be made within 14 days of its receipt.
5. In its decision, MRB Games may choose to:
  - a) maintain its current position;
  - b) request additional information from the claimant;
  - c) partially overturn its decision;
  - d) completely overturn its decision.

6. After reviewing the Claim, MRB Games will inform the claimant of the decision along with its rationale and provide information about the possibility of out-of-court dispute settlement as outlined in §22 of the Terms and Conditions.

### **§21 [OUT-OF-COURT DISPUTE SETTLEMENT]**

1. Users have the right to utilize an out-of-court dispute settlement procedure if they are dissatisfied with a decision made by MRB Games in the internal appeal process described in §21 of these Terms. This can be pursued before a certified body in accordance with Article 21(3) of Regulation (EU) 2022/2065 of the European Parliament and Council of October 19, 2022, on a Single Market for Digital Services, and amending Directive 2000/31/EC (Digital Services Act), hereinafter referred to as the "DSA".
2. Decisions made by the certified out-of-court dispute settlement body are not binding on MRB Games.
3. If the out-of-court dispute settlement body rules in favor of the User, MRB Games will cover all fees charged by the dispute resolution body and reimburse the User for any other reasonable expenses incurred in connection with the dispute resolution.
4. If the out-of-court dispute settlement body rules in favor of MRB Games, while also finding that the User acted in bad faith, the User will be required to reimburse all fees and other expenses incurred or to be incurred by MRB Games in connection with the dispute resolution.
5. The provisions of this paragraph are without prejudice to the User's right to challenge MRB Games decision in court at any stage of the process, in accordance with applicable law.

### **§22 [TERMINATION OF MRB GAMES SERVICE USE BY A USER]**

1. You may terminate your use of the MRB Games Services at any time, effective immediately without cause.
2. To stop using MRB Games Services, you need to contact MRB Games Games by sending a message through the Website or User Account via the tabs "Support", "Help", "Contact" or similar options. By providing this notice to MRB Games in the described manner, you are effectively terminating the Agreement with MRB Games for the provision of the Account Service and access to other relevant MRB Games Services.
3. After you stop using MRB Games Services, MRB Games will delete your Account. However, you acknowledge that your personal data may still be processed by MRB Games after this period, as described in the Privacy Policy. This may include purposes such as pursuing or defending against claims or fulfilling legal obligations imposed on MRB Games.

### **§23 [SUSPENSION AND TERMINATION OF MRB GAMES SERVICE PROVISION BY MRB GAMES]**

1. MRB Games may terminate the Agreement with you with a 14-day notice period for the following important reasons:
  - a) changes in regulations governing or affecting the mutual rights and obligations of MRB Games and you, particularly concerning the provision of digital content and services, electronic services as defined in the Terms, or changes in the interpretation of these regulations due to court rulings, decisions, recommendations, or guidelines from relevant authorities or bodies, as well as changes in other laws affecting the relationship between MRB Games and you;

- b) changes in how MRB Games Services are provided or changes in the scope of MRB Games Services due to technical or technological reasons;
- c) changes in the scope or manner of providing MRB Games Services due to the introduction of new or withdrawal of existing Content by MRB Games;
- d) discontinuation of a specific Game, Content, or any other MRB Games Service due to tax or economic reasons, or due to MRB Games' development strategy;
- e) Changes in the provision of MRB Games Services related to changes in contracts or regulations of entities cooperating with MRB Games;
- f) lack of activity in a particular Game for at least one year.

2. MRB Games may suspend your Account if there is suspicion of:

- a) breach of any provisions of these Terms of Service, particularly those related to usage restrictions outlined in §3, 11, 16, and 19, or violation of applicable laws by you while using MRB Games Services;
- b) deliberate actions by you that cause harm to other Users, third parties, or MRB Games.

3. MRB Games may suspend your Account for the time necessary to determine the basis for the aforementioned circumstances.

4. MRB Games may delete your Account for the following serious reasons:

- a) flagrant violation of this Agreement, particularly the limitations on the use of MRB Games Services specified in §3, §11, §16, §19, or violation of applicable law by you during or in connection with the use of MRB Games Services;
- b) repeated, intentional actions by you that harm other Users, third parties, or MRB Games.

5. After the termination of MRB Games Services, you will lose access to your Account, including your Username and character within the MRB Games Service, as well as any benefits, privileges, earned, and purchased items related to your use of the MRB Games Service, including Content. MRB Games is not obligated to compensate for such losses or results.

6. All decisions by MRB Games regarding the imposition of sanctions described in this Regulation will be made after verification by an authorized entity designated by MRB Games.

7. When assessing whether to impose a specific sanction on a User, including suspension or deletion of the User's Account, MRB Games will consider the following factors depending on the nature of the violation:

- a) The absolute number of clearly illegal content or evidently baseless reports or claims that have been submitted or filed during a given period;
- b) The relative proportion of such numbers to the total amount of information or reports submitted or filed during the same period;
- c) The severity of the abuse, including the nature of the illegal content, and its consequences;
- d) The User's intent, if it can be determined;
- e) The degree of violation of these Terms, particularly regarding the limitations on MRB Games Services specified in §3, §11, §16, §19, or violations of applicable law by the User while using MRB Games Services.

f) MRB Games reserves the right to refuse to provide MRB Games Services to any User with whom MRB Games has terminated the Agreement due to the User's actions.

## **§24 [RESPONSIBILITY]**

1. You must ensure that the digital environment you use to access MRB Games Services is compatible with the technical requirements specified in the Agreement or otherwise communicated (e.g., through Notifications, within your Account, or directly in the MRB Games Service).
2. You are required to cooperate with MRB Games to determine whether the unavailability or malfunction of the MRB Games Service is due to issues with your digital environment (e.g., the device or internet connection you are using). MRB Games is committed to using the least intrusive technical measures to address the issue.
3. MRB Games makes every effort to ensure that MRB Games Services comply with the Agreement. You acknowledge that MRB Games may refuse to bring MRB Games Services into compliance with the Agreement if it would require excessive costs on the part of MRB Games or if it is otherwise impossible.
4. In addition to the responsibilities outlined in the Agreement and without prejudice to your rights under applicable law, MRB Games provides no (additional) warranties, either express or implied, regarding MRB Games Services. This includes, but is not limited to, any assurance that you will be able to access or use MRB Games Services at all times or from any location, or that MRB Games Services will be error-free and uninterrupted (though we strive to achieve this). MRB Games always adheres to applicable law and does not exclude any rights you may have under it.
5. The provisions of these Terms do not aim to exclude or limit any rights you may have under applicable law.

## **§25 [RIGHT OF WITHDRAWAL]**

1. You have the right to withdraw from the Agreement (both for the Account management and game provision Agreement and for the provision of other MRB Games Services) within 14 days of its conclusion, without providing a reason and without incurring any costs other than those required by law.
2. To exercise the right to withdraw from the Agreement, you may do so by submitting a withdrawal statement to MRB Games. You can use the withdrawal form provided in Appendix 1 to this Agreement. This does not limit your right to provide any other clear statement informing MRB Games of your decision to withdraw.
3. The withdrawal statement should include the information necessary to identify you and the Agreement, including at least your name, User ID (UID), email address, the type of Agreement, and its subject matter.
4. You should send your withdrawal statement through the Website or User Account via the tabs “Support”, “Help”, “Contact” or similar options.
5. The deadline for submitting the withdrawal statement is considered met if the statement is sent before the end of the withdrawal period.
6. In the event of withdrawal from the Agreement, the Agreement is considered void. MRB Games will refund all payments received from the User without undue delay and, in any case, no later than 14 days from the day MRB Games is informed of the User's decision to withdraw from the Agreement. The refund will be made using the same payment method chosen by the User unless the User explicitly agrees to another method of refund that will not incur additional costs. If the User withdraws from the Agreement due to non-compliance of the MRB Games Service with the Agreement, MRB Games is only obligated to refund the part of the payment

corresponding to the MRB Games Service that was not in compliance with the Agreement, as well as the MRB Games Service that is no longer required to be provided due to the withdrawal from the Agreement.

7. If a User has been informed before the commencement of the MRB Games Service that they will lose the right to withdraw from the Agreement once the service is provided, they may consent to the full performance of the MRB Games Service immediately after the Agreement is concluded. In such cases, if the User gives this consent, they will not have the right to withdraw from the Agreement once the service has been fully performed by MRB Games.

8. MRB Games informs you that if you access the MRB Games Service through Third-Party Platforms (e.g., downloading a mobile app from the App Store or Google Play), such actions are subject to the regulations of the owners of those Platforms (Apple, Google, etc.). This includes any potential rights you may have to withdraw from the agreement for accessing the App, as governed by the respective Platform's policies.

## §26 [COMPLAINTS]

1. You can submit a complaint regarding the MRB Games Services described in these Terms and Conditions (“Complaint”). Complaints related to the non-conformity of MRB Games Services with the Agreement are handled in accordance with the applicable laws, including the provisions set forth in §27(2-7) below.

2. Provided that MRB Games’s statement or circumstances clearly indicate that MRB Games has not delivered the Content or Service (e.g., if MRB Games does not deliver the Content or Service within 14 days and does not communicate with the User), the User may withdraw from the contract without needing to issue a further demand to MRB Games for delivery. The right to withdraw also applies if MRB Games has agreed with the User, or if the circumstances clearly indicate, that MRB Games will not deliver the Content or Service within a timeframe that is of significant importance to the User.

3. Based on the submitted Complaint, the User may request that MRB Games bring the specific MRB Games Service into compliance with the Agreement if MRB Games Service remains non-compliant. If such a request is justified, MRB Games will bring MRB Games Service into compliance within a reasonable time (usually within 14 days) from when MRB Games is properly informed by the User about the non-compliance. MRB Games is committed to conducting the compliance process without undue inconvenience to the User. However, MRB Games may require the User's cooperation in this process, particularly by providing MRB Games with necessary information requested by MRB Games (especially as specified in §27(9)). When bringing MRB Games Service into compliance, MRB Games will consider the nature and purpose of MRB Games Service.

4. If MRB Games fails to bring the specific Service into compliance with the Agreement, or if MRB Games does not fulfill the obligations mentioned in §27(3) above, the User may submit a declaration for a price reduction or withdraw from the Agreement concerning that specific Service. The User is entitled to these rights, including when:

a) bringing MRB Games Service into compliance is impossible or requires excessive costs. In assessing the excessiveness of the costs, MRB Games will consider all relevant circumstances, particularly the significance of the non-compliance with the Agreement and the value of MRB Games Service that is non-compliant;

b) MRB Games has not brought MRB Games Service into compliance with the Agreement within a reasonable time from when MRB Games was informed by the User about the non-compliance, and without undue inconvenience to the User, considering the nature and purpose of MRB Games Service;

c) MRB Games Service remains non-compliant with the Agreement despite MRB Games's attempt to bring it into compliance;

d) the non-compliance is so significant that it justifies a price reduction or withdrawal from the Agreement, even without exercising the right to demand compliance as outlined in §27(3);

e) MRB Games's statement or circumstances clearly indicate that MRB Games will not bring MRB Games Service into compliance with the Agreement, as specified in §27(3).

5. In the event of a request for a price reduction, the reduction must remain proportional to the price stipulated in the Agreement, relative to the value of MRB Games Service that is non-compliant with the Agreement versus the value of MRB Games Service that is compliant. If MRB Games Service is provided in parts or on a continuous basis, the price reduction will take into account the period during which MRB Games Service was non-compliant with the Agreement.

6. However, the User cannot withdraw from the Agreement regarding a specific MRB Games Service if MRB Games Service is provided in exchange for a payment and the lack of compliance with the Agreement is deemed insignificant.

7. If the User withdraws from the Agreement, MRB Games may prevent further use of MRB Games Service, including by restricting access to MRB Games Service or blocking the Account.

8. You can submit a Complaint by sending a message through the Website or User Account via the tabs “Support”, “Help”, “Contact” or similar options.

9. A Complaint should include at least your Username, User ID (UID), email address, the subject of the Complaint, the circumstances justifying it, and the resolution you expect.

10. MRB Games reviews and responds to Complaints as quickly as possible, but no later than 14 days from the date the Complaint is submitted.

11. MRB Games sends the response to the Complaint to the User's email address, if provided. Otherwise, MRB Games uses other means of communication with the User, particularly through the Account.

12. To fulfill the obligations under 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 (ODR Regulation), MRB Games provides information about the European Commission's online dispute resolution (ODR) platform for consumer disputes, available at the following address: <https://webgate.ec.europa.eu/odr/>.

13. In resolving disputes with consumers, MRB Games has not committed to using alternative dispute resolution (ADR) services. If a User is not satisfied with the response or resolution of a Complaint, they may file a claim with the competent court.

## **§27 [NOTICES]**

1. Unless otherwise stated in these Terms of Service, communication between MRB Games and the User (including all notifications, information, and statements) will be conducted using electronic means.

2. You can contact MRB Games through the Website or User Account via the tabs “Support”, “Help”, “Contact” or similar options.

3. MRB Games may contact you via email if available, as well as through communication channels available within your Account. By accepting these Terms, you confirm and consent to this method of communication.

4. MRB Games will provide you with legally required information by sending messages to the email address associated with your Account or through communication channels available within your Account. MRB Games will use the communication channels available within your Account whenever it does not have your email address (especially if you use MRB Games Services through Third-Party Platforms) or if your email address has been invalidated, canceled, or if electronic contact cannot be made for other reasons.

#### **§28 [TECHNICAL SUPPORT]**

1. MRB Games provides customer support to Users.
2. As part of the support, you can contact MRB Games through the Website or User Account via the tabs “Support”, “Help”, “Contact” or similar options.
3. Support is free of charge and available regardless of Account registration.
4. You can inquire about any aspect of the Services provided by MRB Games, including (but not limited to):
  - a) lack of access to a Game, Account, or other MRB Games Services;
  - b) technical issues within a Game or Account;
  - c) payment transfer problems.
5. We strive to provide our responses as quickly as possible.

#### **§29 [SEVERABILITY]**

You and MRB Games agree that if any provision hereof is found to be illegal or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, with regard to such jurisdiction, be unenforceable only insofar as it was found invalid or unenforceable without otherwise affecting the validity or enforceability thereof in any other jurisdiction and without affecting the remaining provisions hereof, which shall remain in full force and effect.

#### **§30 [NO WAIVER]**

1. MRB Games' failure to insist on or enforce strict compliance with any provision of these Terms or the failure to exercise any rights under these Terms shall not be construed as a waiver or relinquishment of MRB Games' right to seek enforcement of such provisions or rights in any other instance. 2. Except where clearly and expressly stated otherwise in these Terms, no statements, declarations, consents, waivers, or other actions or omissions by MRB Games shall be considered as amendments to the Terms or legally binding unless documented in writing, manually signed by the User, and properly executed by an authorized representative of MRB Games.

#### **§31 [FORCE MAJEURE]**

Neither MRB Games nor the User shall be liable for any delay in performance or non-performance of this Agreement resulting from causes beyond their control, including but not limited to unforeseen circumstances or reasons beyond the control of MRB Games or the User, such as natural disasters, epidemics, war, terrorism, riots, embargoes, actions of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, fuel, energy, labor, or materials.

#### **§32 [POINT OF CONTACT FOR EU MEMBER STATES' AUTHORITIES, THE EU COMMISSION, THE EU BOARD FOR DIGITAL SERVICES]**



EU Member States' authorities, the EU Commission, the EU Board for digital services and Trusted Flaggers may contact MRB Games in both Polish and English at [contact@mushroommasters.com](mailto:contact@mushroommasters.com). Messages must be sent from official email addresses associated with the relevant EU authorities and should include the following information:

- the name and position of the sender;
- the name of the represented authority.

MRB Games reserves the right to respond only to emails related to the application of the Digital Services Act received from EU Member States' authorities, the EU Commission, the EU Board for Digital Devices and Trusted Flaggers.

### **§32 [CONTACT POINTS FOR USERS]**

If you have any questions or concerns regarding MRB Games Services or this Agreement, please contact MRB Games' support team through the Website or User Account via the tabs "Support", "Help", "Contact" or similar options, and submit your inquiry. The MRB Games support team serves as the single point of contact for communication with MRB Games.

### **§33 [REPORTING AND TRANSPARENCY]**

1. MRB Games is committed to maintaining transparency in its moderation of User Content and regularly publishing reports on these activities.
2. MRB Games employs clear and transparent procedures for moderating User Content, which include removing, restricting visibility, and blocking access to User Content that does not comply with the laws of any European Union member state, this Agreement, or the MRB Games Code of Conduct.
3. Decisions regarding the moderation of User Content are made based on defined guidelines and criteria, which are detailed in this Agreement.
4. MRB Games commits to publishing annual reports on the moderation of User Content. These reports will be available through the Website and will include, in particular:
  - a) the number of reports received regarding Illegal Content;
  - b) the number of orders received from member state authorities;
  - c) the number of reports made by trusted flaggers;
  - d) all actions taken in response to reports, categorized by whether actions were based on legal requirements or the Agreement, the number of reports processed using automated means, and the median time taken to take action.

### **§34 [AMENDMENTS]**

1. MRB Games reserves the right to amend these Terms of Service at any time for at least one of the following important reasons:
  - a) changes in laws regulating or affecting the mutual rights and obligations of MRB Games and the User, particularly those related to the provision of digital content and services, electronic services specified in the Agreement, or changes in the interpretation of these laws due to court rulings, decisions, recommendations, or guidelines from relevant authorities, as well as changes in other laws affecting MRB Games' relationship with the User;
  - b) changes in the way MRB Games Services are provided due to technical or technological reasons;
  - c) changes in the scope or method of providing MRB Games Services due to the introduction of new services or the withdrawal of existing ones;

- d) changes in the way services are provided in connection with changes in agreements or regulations of entities cooperating with MRB Games;
- e) clarification of interpretive doubts or ambiguities in the content of the Terms of Service;
- f) any change, expansion, or removal of functionality within one of the MRB Games Services, or the need to adapt the Terms of Service to updates in such functionality;
- g) expansion of the availability of MRB Games Services to new platforms;
- h) changes regarding any company data of MRB Games mentioned above.

2. MRB Games will notify Users of any changes and provide them with a consolidated version of the Terms of Service by posting it on the Website and, for Users with an Account, by sending it to the email addresses associated with the Accounts or otherwise through the Account. If MRB Games does not have the User's email address (for instance, when the User accesses MRB Games Services via Third-Party Platforms) or if the User's email address has been invalidated, canceled, or if MRB Games cannot contact the User via email for other reasons, MRB Games will provide the consolidated version of the Terms of Service through the User's Account.

3. An amendment of the Terms of Service is effective 7 days after the Users are informed thereof. If you do not accept the amended Terms of Services, you are entitled to terminate the Agreement without the notice period before the amended Terms of Service become effective, through the Website or User Account via the tabs "Support", "Help", "Contact" or similar options. 4. If any law, court ruling or a similar act of a competent authority makes it necessary to amend the Terms of Service sooner than as stated in §29(3) above, MRB Games shall notify you about this. The notification shall include the reason for introducing the amendment so soon and the effective date thereof.

### **§35 [MISCELLANEOUS]**

- 1. The current version of the Terms of Service is available here.
- 2. To the extent permitted by applicable law, the parties consider the registered office of MRB Games as the place of performance of the services under the Agreement.
- 3. This Agreement shall be governed exclusively by the laws of the Republic of Poland.
- 4. To the broadest extent permissible, the application of private international law provisions is excluded, and Polish courts shall have exclusive jurisdiction.
- 5. If any part of these Terms of Service is found to be unenforceable, it shall not affect the enforceability of any other part of the Terms.
- 6. These Terms of Service shall, as of the date they come into effect, replace any prior agreements or provisions of MRB Games with respect to the matters covered herein.
- 7. In case of any discrepancy between the Polish text of this document and any translation, the Polish text shall prevail.

**Appendix 1 to the Terms of Service Withdrawal form template**  
**(fill out and submit this form only if you wish to withdraw from the Agreement)**

- Addressee: MRB Games Sp. z o.o., ul. Twarda 14/3, 00-105, Warsaw, Poland,  
email: support@mushroommasters.com
- I/We\* hereby withdraw from the agreement for the provision of the following service
- Agreement conclusion ( \* ) / receipt date ( \* )
- User name or User ID (UID),
- Address of the consumer(s)
- Signature of the consumer(s) (only if the form is sent as a hard copy)
- Date ( \* ) Delete as appropriate.