

# TERMS

## § 1 General Provisions and Definitions

1. The purpose of the Terms and Conditions of the Gamehag website is to set out the terms and conditions of operation, functioning and use of the Gamehag Portal available on the Internet at [www.gamehag.com](http://www.gamehag.com) as well as the rights and obligations of the Administrator, Users and entities using the Portal.
2. The Administrator is Gaming Sp. z o.o., ul. Romana Abrahama 18, 61-615 Poznań, NIP [VAT reg. No.]: 7831749141, REGON [statistical ID No.]: 365698526, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under number KRS 0000643377.
3. Whenever a reference is made in the Terms and Conditions to:
  - a) **Portal** – this shall be understood as meaning the service provided under the [www.gamehag.com](http://www.gamehag.com) domain.
  - b) **Terms and Conditions** – this shall be understood as meaning this document.
  - c) **User account** – it should be understood as an individual User account registered in the Portal based on the data provided by the User during the registration process; the User account may be a basic account or VIP account;
  - d) **Basic account** – it should be understood as a User account equipped with basic functionalities, the use of which is free of charge (the Administrator does not charge any fees for using the basic account by the User);
  - e) **VIP account** – it should be understood as a User account in which the Administrator grants the User additional functionalities (e.g. by creating groups on the Forum, disabling advertising in the Portal, graphic highlighting of the User account, etc.) and bonuses - in exchange for the fee paid by the User to the amount specified in the price list;
  - f) **Bonuses** – it should be understood as various types of preferences, facilities and other privileges that the User may have in the VIP account, such as, in particular:
    - preferential treatment of User requests by the support team;
    - bonuses in Games;
    - discounts for Rewards;
    - increased number of Soul Gems, which are awarded for daily logging into the Portal;
    - access to free mailboxes on the site as part of the mailbox system;
  - g) **billing period** – it should be understood as the period for which the Administrator is entitled to a fee for using the VIP account. The billing period is a calendar month, i.e. the period from the first to the last day of the month;
  - h) **User Profile** – this shall be understood as meaning a file of settings individually adjusted by the User in the User Account.
  - i) **Limited User** – this shall be understood as meaning a natural person who registered with the Portal and who uses a limited range of the services provided under the [www.gamehag.com](http://www.gamehag.com) domain.
  - j) **Partner** – this shall be understood as meaning an entity which may award Soul Gems for purchases made therefrom.
  - k) **fee for the VIP account** – it should be understood as the remuneration due to the Administrator for the provision of services under the VIP account - according to the agreed price list. For the purposes of special campaigns, the Administrator may temporarily opt out of charging a fee for the VIP account - according to information about special campaigns;

- l) **Games** – this shall be understood as meaning the games made available at gamehag.com
- m) **Soul Gems** – this shall be understood as meaning points awarded to the User with or without consideration, gathered in the User Account.
- n) **Prize** – this shall be understood as meaning a bonus awarded to the User as a result of gathering a certain number of Soul Gems and fulfilling other conditions and requirements set by gamehag.com
- o) **Store** – this shall be understood as meaning the place where the User may select the Prize or purchase Soul Gems.
- p) **shadowing** – it should be understood as presentation of the functionality of the VIP account to each User by highlighting them in grey and indicating their readiness to be activated, in order to present the benefits and differences which result from having a VIP account;
- r) **Forum** – this shall be understood as meaning a virtual meeting place of users.
- s) **Ranking** – this shall be understood as meaning a list of Users categorised according to the number of Soul Gems gained by each of them individually.

## § 2 Rules of Functioning of the Portal

1. Holding an individual electronic mail (e-mail) account and a web browser that interprets HTML5 or older codes is a technical prerequisite indispensable for proper registration with and use of the Portal
2. In order to use the Portal, it may also prove necessary to enable the SSL protocol in browser settings and the cookies.
3. In order to properly use the Portal, it may also prove indispensable to instal the JavaScript application.
4. Using the Portal services is free of charge.
5. A Limited User may use the services provided by the Portal to a limited extent.
6. The User may request account deactivation at any time. In order to deactivate the account, he shall contact the website Administrator through Contact form:  
<https://gamehag.com/chat>.
7. Registration with the Portal means that the User consents to the processing of personal information. The method and scope of personal information processing is set out in the Privacy Policy.
8. In the course of the registration with the Portal the User may grant consent to receiving commercial information or marketing materials from the Administrator or Partners at the e-mail address given in the registration process. The User may revoke such consent at any time.
9. Registration of the User with the Portal is free of charge and it is equivalent to the conclusion of an agreement between the User and website Administrator, on the terms set out in the Terms and Conditions.
10. Receiving the User status shall be contingent upon the correct completion of the data registration process. Registration may be carried out using the www.facebook.com portal by logging in through an indicated portal.
11. The User may have only one Account on the Portal. In the event of detecting any other accounts of the User, the Administrator issues bans to all of the Accounts of the User.
12. In the event of suspicion or detection of VPN/PROXY/TOR connection of a User, the indefinite ban is issued.

13. The User shall not provide his User Account log-in data to any third parties and shall not obtain such data from other Users.
14. In the event of a suspicion of a breach of the law or of these Terms and Conditions by the User the Administrator reserves the right to remove or block the account of the User responsible for the breach without giving reasons. The User's account shall be blocked indefinitely.
15. The Administrator shall have the right to move the content of the website to other servers supporting the Portal in order to ensure the continuity of use of the Portal and the correct provision of the services or for legal reasons. The Administrator reserves the right to the possibility of interruptions in the website operation due to maintenance work and/or upgrading of devices or software, provided that he shall minimise as much as possible the inconvenience caused thereby (for example, by carrying out the maintenance and/or upgrading work at the times when the smallest number of users will be impacted) in order to ensure most convenient and uninterrupted use of the Portal.
16. The Administrator shall not be liable for any actions of the Users relating to their use of the Portal carried out for purposes which are in breach of the Terms and Conditions or legal regulations in force. Portal Users shall be fully liable for the consequences of their actions and in particular they are obligated to ensure that their actions comply with the law in force. In the event of a suspicion of a user committing an offence the Administrator shall notify law enforcement authorities thereof.

### **§ 3 User accounts and rules of usage**

1. Using the services of the Portal without registering the User and as part of the basic account is free, while the use of the Portal as part of a VIP account entails a requirement of paying a fee by the User - subject to the principles described in § 4.
2. While registering with the Portal the User is requested to consent to the use of means of electronic communication in order to perform the services offered by the Portal.
3. Registration with the Portal means acceptance of these Terms and Conditions.
4. Registration with the Portal is made for an unspecified time.
5. If a User uses a VIP account, the agreement for the provision of services related to the VIP account is concluded for a specified period of time - equal to the billing period. If the User does not change the VIP account to a basic account, the conclusion of the agreement for the next billing period takes place automatically, without a need of taking any additional steps in this regard.
6. The User, by registering in the Portal, registers in the basic account by default.
7. The Administrator may use shadowing in relation to VIP accounts - to the extent decided upon by the Administrator.
8. As part of a special campaign, the Administrator may give Users access to a VIP account without charging a fee for the VIP account or for a lower fee - according to information about special campaigns.
9. The User may change the basic account to a VIP account at any time.
10. In order to:
  - a) change a basic account to a VIP account - the User is obliged to activate the subscription by placing an instruction to activate the VIP account in his User account;
  - b) change a VIP account to a basic account - the User is obliged to cancel the subscription by placing an instruction to deactivate the VIP account in his User account.
11. The VIP account is activated when the first VIP account fee is credited to the Administrator's account - according to the principles set out in § 5.

12. A change of a VIP account to a basic account is possible from the first day of the month following the last day of the last billing period for which the VIP account fee has been paid.
13. The User may completely deactivate the User account at any time. In order to deactivate the account, please contact the Administrator via Contact form: <https://gamehag.com/chat>. When using the VIP account, the User account will be deactivated on the first day of the month following the last day of the last billing period for which the fee for the VIP account has been paid.
14. The User may not dispose of the rights arising from holding a User account in the Portal to any third party.
15. Using the portal in a different country than the country of account registration is not possible. In the event of changing the location of residence, the User may contact the Administrator requesting the adjustment of the region.

#### **§ 4 Fees for the VIP account**

1. In order to pay the fee for the VIP account, the Administrator offers Users at least 2 payment options:
  - a) by connecting a payment card - fees are collected directly from the payment card;
  - b) by connecting a PayPal account.
2. The User is obliged to maintain a minimum balance on the payment card or PayPal account in order to use the VIP account. If the minimum balance is missing, this will block the functionality and bonuses associated with the VIP account - by automatically changing the VIP account to a basic account.
3. The payment for the VIP account is made in advance, i.e. cash is automatically debited from the payment card or PayPal account on the first day of the billing period. Fees for the VIP account are charged until the User changes the VIP account to the basic account or deactivates the User account.
4. The cash referred to in section 3 is charged to the amount of the fees.
5. If the User does not use the VIP account due to his own fault, he is not entitled to a refund of the fee for the VIP account - in whole or in part.
6. In the event of termination of the Agreement for the provision of services related to the VIP account due to the Administrator's fault, the Administrator shall refund the User a fee for the VIP account, to the amount proportional to the period between the date of termination of the Agreement and the last day of the billing period for which the fee for the VIP account has been paid.
7. At the User's request, the Administrator shall issue a VAT invoice. For this purpose, the User is obliged to provide the Administrator with all data necessary to issue a VAT invoice in accordance with the relevant provisions of the tax law.
8. The User authorizes the Administrator to issue VAT invoices without his signature.
9. The User authorizes the Administrator to send VAT invoices electronically, in particular to the electronic mail address provided by the User.
10. The Administrator does not collect any data regarding payment cards.

#### **§ 5 Forum**

1. The forum may be browsed by all Users.
2. Users are entitled to write posts, open a new topic and to establish groups.
3. It is prohibited to disseminate – as part of content of the posts – information that breaches the law, including in particular information propagating fascist or totalitarian

systems and instigating hatred on the grounds of differences in nationality, ethnic background, race, religion or on the grounds of irreligion.

4. It is prohibited to disseminate pornographic content, in particular by soliciting pornography or soliciting unlawful sexual activity, including with minors.
5. Posts placed by Forum Users shall not breach personal interests of other Users or established customs and they shall not contain any vulgar or offensive content.
6. In the event of breaking this Terms and Conditions, the Administrator reserves the right to issue an indefinite blockade for creating any content on Forum.

## **§ 6 Soul Gems and prizes**

1. The User shall receive Soul Gems free of charge in exchange for the fulfillment of tasks requested by the Administrator in games made available on the Portal.
2. The User may receive Soul Gems free of charge also by making purchases at the Partner's stores. The list of Partners is available at the Portal.
3. In order to receive free Soul Gems in exchange for purchases made with Partners the User shall be obligated to use the email address provided thereby in the course of registration with the Portal.
4. The Administrator is not a party to any legal transactions carried out between the User and a Partner. The Administrator shall not be liable for any failure to fulfil or improper fulfilment of an obligation by the Partner, including failure to award or awarding a smaller number of Soul Gems.
5. Special campaigns will be organised within the Portal which will enable the User to obtain additional Soul Gems free of charge. The campaign and the possibility of receiving Soul Gems shall be each time announced on the Portal.
6. The User has the option to obtain Soul Gems for consideration.
7. Payment for Soul Gems obtained for consideration shall be made by an PayPal, PaySafeCard, bank transfers. Within 7 working days of the date of receipt of confirmation of crediting the Administrator's bank account with the due amount the User shall receive confirmation of the transaction of Soul Stones acquisition for consideration at the email address provided by the User in the course of registration and specified in his panel.
8. The User may withdraw from an agreement concluded with the Administrator as a result of which he acquired Soul Gems against payment within 14 days of the transaction. The statement of withdrawal template is attached to the Terms and Conditions. The User may withdraw from the Agreement without giving reasons.
9. The User shall submit the statement of withdrawal referred to hereinabove in writing to the Administrator's address indicated in the Terms and Conditions. The deadline shall be deemed kept if the User has sent the statement prior to its expiry.
10. Following verification of the received statement the Administrator shall return the amount paid to the original bank account from where the payment came from, unless the User has agreed otherwise.
11. The User hereby undertakes not to mislead the Portal Administrator as to information on the basis of which he is eligible to acquire Soul Gems.
12. Obtaining Soul Gems by the User takes place automatically, in a manner directly related to the Registration of the User account.
13. The User shall not dispose of or make available to any third parties any Soul Stones he has obtained while using the Portal, unless provisions displayed on the Portal stipulate otherwise.

14. The User shall not acquire Soul Gems for any purpose other than their use within the Portal.
15. In the event of the User breaching the terms and Conditions the Administrator reserves the right to cancel all Soul Gems gathered by the User.
16. Confirmation of the email address in the course of the registration process and collecting a specified number of Soul Gems are prerequisites for receiving Prizes by the User.
17. The User shall receive a Prize following fulfilment of the prerequisites determined by the Administrator hereinabove. The number of Soul Gems required to receive a Prize is specified by the Administrator on the Portal.
18. Moreover, the User has the right to acquire Soul Gems against payment while selecting the Prize in order to increase their number at the User Account in the event of having an insufficient number to get a given Prize.
19. The User selects the Prize in the Store. A minimum number of Soul Gems are assigned to each Prize for which the User may purchase it.
20. The Administrator shall deliver the Prize within 30 days from the date of confirmation that the user has obtained the required number of Soul Gems. In case of inability to deliver the Prize within that timeframe, the Administrator issues a refund of Soul Gems.
21. Ordering the Prize results in an automatic retrieval of an appropriate amount of Soul Gems from the Account of a User.

## **§ 7 Copyright**

1. A User who uploads content, materials, films, photographs onto the Portal hereby declares that he has the necessary approvals or consents required in order to disseminate them, including to reproduce them, and that by doing so he does not violate any legal acts in force, and in particular the provisions of the Copyright and Neighbouring Rights Act of 4 February 1993. The User also declares that his actions do not infringe any third party rights.
2. A User who uploads content, materials, films, photographs onto the Portal automatically authorises the Administrator, Limited Users and other Users to use them to the extent of their dissemination by way of displaying, reproduction, broadcasting and re-broadcasting as well as making the work available to the public in such manner that everybody could have access to it at a time and place chosen by them.
3. A User who uploads content, materials, films, photographs and other outcomes of individual work shall be fully liable for any breach of third party copyright. The User hereby exempts the Administrator from any liability for infringement of third party rights as a result of the aforementioned actions and shall reimburse the Administrator for any costs incurred thereby as a result of infringement of third party rights.

## **§ 8 Complaints**

1. The Administrator shall make every effort to ensure correct and uninterrupted use of the Portal.
2. Complaint reports shall be sent to the following e-mail address:  
*payments@gamehag.com*
3. Complaints shall be considered on a current basis, but no later than within 14 days of their filing by the User. The Portal Administrator reserves the right not to respond to a complaint if it results from a failure to read the Terms and Conditions or to follow the guidelines issued to the User or the Editor for the purpose of providing services in the correct manner or proper use of the Portal.

4. In order to diagnose irregularities in the functioning of the services offered by the Portal the Administrator reserves the right to interfere with the technical structure of the User's account.
5. The answer to a complaint will be sent to the e-mail address from which the complaint was made.

## **§ 9 Final Provisions**

1. In matters not regulated by these Terms and Conditions provisions of the Civil Code and the On-line Services Act shall apply.
2. Users shall be notified of any and all amendments to these Terms and Conditions by way of a message sent to the account and through a notice published on the Portal. The Users may register their objections to such amendments by e-mail or by filling out the contact form. As a result of objecting to the provisions of the Terms and Conditions the account of the User shall be removed no earlier than within 14 days of the receipt of such objection.
3. Any disputes which may arise between the parties in the course of co-operation between the Administrator and the User or between the Administrator and the Limited User shall be resolved amicably. If no amicable resolution is possible, the dispute shall be referred to a competent common court of law with jurisdiction over the place of residence of the respondent.
4. Appendix No. 1 constitutes an integral part of these Terms and Conditions.
5. Appendix No. 2 constitutes an integral part of these Terms and Conditions.
6. The Terms and Conditions come into effect on 1st April 2020.