

## Terms and Conditions

Our Service (as defined below) is exclusively based on these terms and conditions ("**T&Cs**").

The T&Cs are a binding legal contract between You and BookGame. Please read these T&Cs carefully before using our Service. Your use of the Service means You agree to be bound by these T&Cs.

After becoming familiar with the content of these T&Cs, at the bottom of the page, You will be asked to give Your express consent to these T&Cs by ticking a box. By doing so, You accept these T&Cs in full, accordingly.

By agreeing to the T&Cs You acknowledge that:

- You are legally capable of entering into binding contracts; and
- You are at least 18 years old.

### 1. Definitions

- a) **Account** – account to be created by Purchaser to obtain access to Platform.
- b) **Administrator/BookGame (We)** - BOOKGAME sp z o.o. with its registered office in Krakow, Dolnych Młynow street 3/1, 31-124 Krakow, entered into the Register of Entrepreneurs of the National Court Register (KRS) kept by the Regional Court in Kraków XI Business Department of the National Court Register under KRS No. 0001029227, Tax ID: 6762640327, Statistical ID: 52493016000000, share capital in the amount of PLN 5.000,00
- c) **Confidential Information** - information, whether commercial, financial, technical, strategic, proprietary or otherwise, which is contained in any form whatsoever and which has been identified or otherwise designated to show (expressly or by necessary implication) that it is confidential or proprietary to the disclosing party or which by its nature could reasonably be expected to be confidential under the circumstances in which it is disclosed.
- d) **Commencement Day** – the date stipulated in clause 9.
- e) **Customer** – an end user using the Reservation Plug to make a reservation of the Purchaser’s service.
- f) **Customer Personal Data** - means any Personal Data provided by a Customer and processed by BookGame on Your behalf in relation to these T&Cs. Unless prohibited by applicable Data Protection Regulations, Customer Personal Data shall not include information or data that is anonymized, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.
- g) **Data Protection Regulations** - applicable law on the protection of personal data, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as "**GDPR**"), as well as other regulations of Member State law implementing the GDPR, including the Polish Act on the protection of personal data dated of 10 May 20.
- h) **Intellectual Property Law** - means copyrights, trademarks, service marks, patents, trade secrets, and other related proprietary or statutory rights that have been or subsequently exist pursuant to all applicable statutes, laws, regulations, treaties, or common law in any

country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

- i) **Party and Parties** – You or BookGame, or You and BookGame as the context requires.
- j) **Personal Data** – has the meaning given to it in the Data Protection Regulations.
- k) **Platform** – platform where Purchaser may manage all reservations made by Customer and arrange the payment process.
- l) **Purchaser (You, Your)** - any legal person who enters these T&Cs, by accepting their content as stipulated herein.
- m) **Reservation Plug** – system provided to the Purchaser and installed on the domain through which Customer will make a reservation of Purchaser’s service.
- n) **Service** – the Platform and Reservation Plug will be collectively referenced as the Service provided by BookGame under these T&Cs.
- o) **Subscription Term** – the term of the subscription selected by the Purchaser as stipulated in clause 2.
- p) **T&Cs** - these terms and conditions as amended from time to time in accordance with Clause 14.
- q) **Your Data** – electronic data and information provided by You to order and use the Services or collected and processed by You using the Services.

## 2. Subscription terms. License terms

- 2.1. Service is purchased as **monthly** subscriptions. At the end of each subscription period, the subscription will automatically renew for another period of the corresponding length to the previous one unless (a) You don’t have enough credits to pay for the Service in accordance with clause 8, or (b) these T&Cs have been terminated in accordance with Clause 10.
- 2.3 Unless agreed otherwise, Bookgame will electronically deliver to Purchaser the Service that Purchaser licenses under these T&Cs. Access to the Platform will be granted by the Account created by Purchaser, and the Reservation Plug will be delivered immediately upon the creation of the Account. Access to the Service will be granted if the payment process is finalized. The Service will be deemed accepted by Purchaser immediately upon such electronic delivery of the Service to Purchaser.
- 2.4 Bookgame hereby grants You, subject to these T&Cs, a **non-exclusive license** without the right of sublicense. The Service can be accessed or used solely by Purchaser and for Purchaser’s internal business purposes.
- 2.5 For the avoidance of doubt, unless otherwise agreed between Parties, the Service is granted solely to the Purchaser and not to any of its affiliates and is **non-transferable**.

## 3. Your obligations and Restrictions

- 3.1. You are solely responsible for (i) determining the suitability of the Service for business purposes, and (ii) ensuring that Your access and use of the Service comply with any applicable laws.
- 3.2. You are responsible for maintaining commercially reasonable security standards for using the Service. Specifically, You will use good industry practice virus protection software, and other customary procedures to avoid introducing viruses or other malicious files.

- 3.3. You shall be solely responsible for ensuring that anyone who uses the Service does so in accordance with these T&Cs. In particular, You agree that You shall not (i) access or use the Service to transmit any content, data, or information that is illegal or which infringes any third party's rights, such as intellectual property rights or right of privacy, or which otherwise violates any applicable laws; (ii) copy, translate, make derivative works, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the software applications or other systems used for the provision of the Service, unless expressly permitted under any applicable laws, or (iii) remove any titles or trademarks, copyrights or restricted rights notices in the systems, software and other materials used in the provision of Service; or (iii) access or use the Service to build competitive products or services by copying its features or user interface access or use the Service.
- 3.4. You are solely responsible for Your data's accuracy, quality, legality, and how You acquire Your data. You are solely responsible for obtaining all approvals, consents (including Your Customers' contents for data processing), and permissions required by any third parties or applicable law to use the Service. We are not in default of our obligations if We cannot provide the Service if approvals, consents, or permissions have not been obtained or if any third party or applicable law otherwise prevents Us from providing the Service. In addition, You are responsible for account information, passwords, and other login credentials and must notify Us immediately of any known unauthorized possession or use of Your credentials.
- 3.5. You are solely responsible for maintaining Your own terms of use, policies, and internal regulations regarding the use of the Service. In addition, You are solely responsible for ensuring that Customers agree to comply with all rights and obligations stipulated therein.
- 3.6. You are solely responsible for managing Customers' accounts created to make a reservation through the Reservation Plug and dealing with all queries, requests, and claims related to that reservation (including but not limited to providing support, responding to any questions, deleting account upon Customer's request).
- 3.7. You shall notify BookGame immediately if You become aware of any breach or threatened breach of the terms of this section or any breach or threatened breach of security, including any attempt by a third party to gain unauthorized access to the systems used for the provision of the Service.

#### **4. BookGame Responsibilities**

- 4.1. We will make the Service available to You in accordance with these T&Cs. We will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except in the case of: (i) any planned downtime; (ii) any unavailability caused by circumstances beyond BookGame's reasonable control, including but not limited: an act of God, the act of government, force major, power outage, network failure, Internet service provider failure or delay or malicious code, malware attacks, bugs, viruses, trojans or similar.
- 4.2. We will provide support for the Service, including email support or, if possible, conference calls. We will use reasonable efforts to respond within one business day to any support inquiries submitted by email.
- 4.3. We will maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Your Data.

## **5. Acknowledgement and Disclaimer**

- 5.1. You will be responsible for any breach of the T&Cs by Your employees, agents, or subcontractors and will be liable as if it were Your breach.
- 5.2. Your use of the Service is at Your sole risk. The Service is provided on an “as is” and “as available” basis without any warranty or condition, express, implied, or statutory. We do not warrant that the Service will be uninterrupted, timely, secure, or error-free.
- 5.3. You acknowledge that the Service is never entirely free from security vulnerabilities. Bookgame gives no warranty or representation that the Service will be entirely secure.
- 5.4. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- 5.5. We are not responsible for any third-party added applications such as online payment services.
- 5.6. We are not responsible for booking refunds, losses, or damages that Your Customers may be issuing against You, irrespective of whether the cause of the refunds, losses, or damages was human error or an error in misuse of the Service.
- 5.7. We may, at our sole discretion, refuse or remove from the Platform any content that, in our opinion, violates the T&Cs or in any way harmful or objectionable and will have no obligation to provide a refund of any amount previously paid.
- 5.8. We are not responsible for any of Your tax obligations or liabilities related to using our Service.

## **6. Limitation of Liability**

- 6.1. We shall not be liable to You in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits, damage to goodwill or anticipated savings or for any indirect or consequential or loss whatsoever.
- 6.2. Nothing in these T&Cs shall exclude or limit liability for death or personal injury resulting from the negligence of either Party or their servants, agents, or employees.
- 6.3. The aggregate liability of BookGame to You under these T& Cs shall not exceed the greater of: €500 and the total amount paid by You to BookGame under these T& Cs in the 6 month period preceding the commencement of the event or events.

## **7. Indemnity**

You agree to indemnify and hold our subsidiaries and Us, affiliates, and partners and their respective officers and employees harmless from any loss, fines, fees, liability, or claim made by any third party arising from Your breach of these T&Cs whilst using the Service or any other service provided by Us.

## **8. Fees and Payment**

- 8.1. You will pay the fees applicable to Your subscription to Service (“**Subscription Fees**”) and any other fees (if applicable). We reserve the right to increase the prices at least thirty (30) days before the end of that prior Subscription Term, in which case the pricing increase will be effective upon renewal and thereafter.
- 8.2. The Subscription Fees will be calculated based on the Subscription Term. Subscription Fees are paid in advance and will be billed in 30-day intervals (each such date “**Billing Date**”).
- 8.3. All the Subscription Fees must be paid by debit card or credit card via the Portal. To proceed with the payment, You must have a valid Account and access to the Portal.
- 8.4. If a charge is refused for any reason outside of BookGame’s control, access to the Service will be terminated. Your Account will remain valid, and You will retain access to all data uploaded to the Platform. We do not provide access to the Service until the payment is successfully processed and accepted.
- 8.5. Upon successful payment process, We will issue an invoice for the Subscription Fees following the Subscription Term. You are responsible for providing complete and accurate billing and contact information to BookGame and notifying BookGame of any changes to such information. You will receive an invoice in a manner agreed upon between the Parties.
- 8.6. All Subscription Fees will be charged grossly.
- 8.7. An external payment provider may charge an additional service fee (commission) in the amount stipulated by its terms and conditions during the monthly payment process.
- 8.8. BookGame reserves the right to increase pricing at least 30 days before the end of the term, and the pricing increase will be effective upon renewal and thereafter.
- 8.9. We do not provide refunds.

## 9. Term and Termination

- 9.1. These T&Cs commence on the date You first accept them (the “**Commencement Date**”) and continue until Subscription Term has expired or has been terminated.
- 9.2. Without limiting the foregoing, We may suspend or terminate Your access to the Service in cases of actual or suspected fraud, or material breach of these T&Cs (if the breach is capable of remedy, fail to remedy it within ten (10) working days after being given written notice of the breach) or other laws or regulations, and any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies We may have at law or in equity. We will not be liable to You or any third party for any such termination.
- 9.3. You can terminate these T&Cs at any time by canceling Your access to the Service. However, if You cancel Your access to the Service during the Subscription Term, the Fees in respect of that Subscription Term will not be refundable.
- 9.4. Your cancellation should be made via the Portal. Cancellation by any other means, including (but not limited to) telephone call, fax, text, or instant message, is invalid.

## 10. Confidentiality

- 10.1. A Party receiving Confidential Information (“**Recipient**”) of the other Party (“**Discloser**”) shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure of Confidential Information within its organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of these T&Cs; and (ii) protect the confidentiality of

the Confidential Information with at least the same degree of care as Recipient uses to protect its Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser to allow Discloser a reasonable opportunity to obtain a protective order for protecting the confidentiality of such information (unless such notice would violate applicable law). If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. Unless explicitly provided otherwise in these T&Cs, Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.

10.2. The obligations described in this section impose no obligation upon Recipient with respect to any Confidential Information that Confidential Information does not include information that is: (i) in the public domain not by breach of these T&Cs, (ii) known by the Receiver the time of disclosure, (iii) lawfully obtained by the Receiver from a third party other than through a breach of confidence, (iv) independently developed by the Receiver, or (v) expressly indicated by the Discloser as not confidential.

10.3. Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an authorized officer of Recipient stating that all of the foregoing have been destroyed or returned to Discloser.

## **11. Data Protection**

1.1. For the purposes of this T&Cs, "data controller", "data processor", "data subject", "personal data", "process", "processing" and "appropriate technical and organizational measures" shall be interpreted in accordance with applicable Data Protection Regulations.

1.2. Parties acknowledge that for the purposes of the Data Protection Regulations:

- (i) In respect of Your Customers' Personal Data, We are the data processor.
- (ii) In respect of other Personal Data, We may act as the data controller under the Data Protection Laws.

1.1. Each Party shall comply with Data Protection Regulations with respect to the processing of the Customer's Personal Data. Therefore, You warrant to BookGame that You have the legal right to disclose all Personal Data that You disclose to BookGame under or in connection with these T&Cs.

1.2. The Processor is obliged to:

- a) process Personal Data in accordance with the Data Protection Regulations, these T&Cs, and all documented instructions of the Data Controller and for the purposes specified in Attachment 1. The Processor may, without the consent of the Controller, process Personal Data under European Union or Member State law; however, the Processor should notify the Controller of such legal obligation before proceeding with the processing of the Personal Data, unless the Controller cannot be notified due to important reasons.
- b) keep the Personal Data confidential and not disclose it to any third party, as well as not use it in a manner contrary to these T&Cs; the Processor undertakes to ensure that the Processor employees authorized to process the Personal Data is s undertaken to keep them secret unless they are covered by the statutory obligation of confidentiality.
- c) implement appropriate technical and organizational measures to make sure that the Controller is able to fulfill his data protection obligations regarding the exercise of the Data Subjects' rights covered by Chapter III of the GDPR.
- d) assist the Controller in ensuring its compliance with the obligations pursuant to art. 32-36 GDPR (implementation of security measures, proceeding in the event of a breach of personal data confidentiality, assessing the effects of Personal Data processing, and assisting with participation in consultations with the supervisory authority) taking into account the nature and the type of the Personal Data processed.
- e) Inform the Controller without undue delay upon becoming aware that any such Personal Data is subject to a personal data breach (as defined in Article 4 of GDPR).

1.3. The Processor will process the Personal Data to perform the Service as agreed in these T&Cs.

1.1. The type of Personal Data processed by the Processor and the categories of data subjects are set out in Attachment No. 1 to these T&Cs - Information regarding data processing. You shall only supply to BookGame, and BookGame shall only process, in each case under or in relation to these T&Cs: (i) the Personal Data of data subjects falling within the categories specified in Attachment 1 (or such other categories as may be agreed by the Parties in writing); and (ii) Personal Data of the types specified in Attachment 1 (or such other types as may be agreed by the Parties in writing).

1.2. BookGame shall only process the Customer's Personal Data for the purposes specified in Attachment 1.

1.3. You authorize BookGame to make the following transfers of Customer Personal Data: (i) BookGame may transfer the Customer Personal Data to its sub-processors in the jurisdictions outside EEA, providing that such transfers must be protected by any appropriate safeguards identified therein; and (ii) BookGame may transfer the Customer Personal Data to a country, a territory or sector to the extent that the European Commission has decided that the country, territory or sector ensures an adequate level of protection for Personal Data.

1.4. Processor agrees that it shall:

- a) take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR, provided that the

- Controller shall be responsible for the Processor's reasonable costs and expenses arising from such cooperation and assistance;
- b) notify Controller as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
  - c) provide the Controller with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data provided that the Controller shall be responsible for Processor's reasonable costs and expenses arising from such co-operation and assistance.
- 1.5. Controller generally agrees that Processor may engage third parties to support the Processor in its provision of the Services where the processing of Personal Data is involved ("**Sub-Processors**"). Accordingly, as at the Commencement Date, BookGame is hereby authorized by You to engage, as sub-processors with respect to Customer Personal Data, the third parties identified in Attachment 1.
- 1.6. If the Processor engages a new Sub-Processor ("**New Sub-Processor**"), it shall inform Controller of the engagement. Controller may object to the engagement of such New Sub-Processor by notifying us within 10 Business Days of such notification, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in herein, and must include sufficient detail as Processor may reasonably request to enable the Processor to consider the objection properly. If the Controller does not object, the New Sub-Processor's engagement shall be deemed accepted by the Controller.
- 1.7. The Processor shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which Processor is subject under these T&Cs.

## **2. Intellectual Property**

- 11.1 We retain ownership of all rights, titles, and interests to the Service, the Service design and documentation, and the intellectual property rights therein (including, without limitation, all patent rights, design rights, copyrights, and trade secret rights).
- 11.2 We shall own all rights, titles, and interests, including all related intellectual property rights, for suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You or any other party relating to the Service.
- 11.3 We claim no intellectual property rights over any content or data You upload or add to the Service. All data added to the Service by You or users of Your account retains its original ownership.

## **3. Nature of these T&Cs**

- 1.1. These T&Cs do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.



- 1.2. These T&Cs supersede all prior discussions and agreements and constitute the entire agreement between the Parties with respect to its subject matter. No Party has relied on any statement or representation of any person in entering these T&Cs.
- 1.3. These T&Cs are specific to You. You may not assign, mortgage, or charge any of Your rights hereunder, sub-contract, or otherwise delegate any of Your obligations hereunder, except with BookGame's written consent.

## 2. Other important information

- a) **Notices.** All notices under this T&Cs shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after mailing via certified mail, return receipt requested; (iii) the second business day after sending by confirmed facsimile; or (iv) except for notices of termination or an indemnifiable Claim ("**Legal Notices**"), the first business day after sending by email with confirmed delivery.  
Notices to BookGame shall be delivered to the following address:  
Bookgame sp. z o.o., Dolnych Mlynów street 3/1, 31-124 Krakow
- b) **Amendments.** We reserve the right to amend the terms of these T&Cs at any time by giving You reasonable written notice to that effect in writing.
- c) **Assignment.** No Party can assign these T&Cs to anyone else without the other Party's consent.
- d) **Force Majeure.** Neither Party shall be in breach of these T&Cs nor liable for delay in performing, or failure to perform, any of its obligations under these T&Cs if that delay or failure results from events, circumstances, or causes beyond its reasonable control. In such cases, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- e) **Jurisdiction.** These T&Cs are subject to Polish law with the exception of its conflict of laws rules. Accordingly, the courts of Krakow, Poland, shall have sole jurisdiction over all legal disputes arising out of or in connection with these T&Cs. BookGame, however, shall remain entitled to commence court proceedings at any other statutory place of jurisdiction.
- f) **Severability.** The Parties agree that in the event that one or more of the provisions of these T&Cs is found to be unlawful, invalid, or otherwise unenforceable, the relevant provision(s) shall be deemed severed from the remainder of these T&Cs, which shall be and shall remain fully valid and enforceable.

## **Attachment 1 - Information regarding data processing**

### **1. Categories of data subjects:**

Personal Data processed under these T&Cs includes the following categories of Data Subjects:

Your Clients will use our Service to book their events and update information about themselves.

### **2. Categories of personal data:**

Personal Data processed under these T&Cs includes the following categories of data:

mail address, name, phone number, business address and company number, IP, and browser information

### **3. Data processing activities:**

Personal data processed under these T&Cs will be subject to the following basic activities:

collection, storage, processing, use, and transmission of personal data

### **4. Duration of data processing:**

Personal Data will be processed for the duration of the Subscription Term. After that, the Personal Data will be processed for the period of data storage in accordance with applicable law.

### **5. Purposes of processing**

We may process the Personal Data to provide the Services under these T&Cs.

### **6. Sub-processors of Customer Personal Data**

The authorized sub-processors of Personal Data are as follows:

Google (email)

Stripe (payment provider)

DigitalOcean (content provider)