

Monster Couch sp. z o.o.
USER AGREEMENT

Last updated: July 27, 2019

Basic Information This user agreement („User Agreement”) constitutes a legally binding document between Monster Couch sp. z o.o. with its seat in Poznań, Garbary 64, 61-758 Poznań, Poland, Company Register Number: 0000602168 („Monster Couch”) and an adult natural person (“User”) as regards use by User services provided by Monster Couch (e.g. games, support).

In case of natural persons under 18 (territory of the Republic of Poland) or minor natural persons (in the meaning of regulations binding on a territory other than the Republic of Poland) consent of statutory agent is required (e.g. parent, legal guardian).

As regards the use of websites administered by Monster Couch also shall be applied Cookies Files and Websites Policy available under the following web address: www.monstercouch.com.

As regards the processing of personal data of Users by Monster Couch also shall be applied Privacy Policy available under the following web address: www.monstercouch.com and respective provisions of binding law.

License-Entitlement

Upon fulfillment of the conditions specified in given Service (e.g. delivery of a game, registration) Monster Couch grants for the benefit of User license (or respectively entitlement) to use of such Service in compliance with its functionality and use of Monster Couch’s intellectual property being integral part of such Service provided that: (1) license (entitlement) type is non-exclusive without to grant further sub-licenses, (2) license (entitlement) covers solely use of given Service for private purposes of given User and (3) license (entitlement) does not result in any additional entitlements for the benefit of given User (e.g. User who acquired a game may download, install and use such game and only in case of box/psychical version may resale such game to another natural person).

Given Service (e.g. game) may establish additional entitlements or determine additional requirements of use of such Service (e.g. age, access to the Internet, system requirements, equipment requirements) and in that case such additional entitlements or requirements shall be indicated in specification of given Service or other document made available in connection with the use of given Service.

Unless otherwise indicated in binding regulations of law or content of User Agreement, User is not allowed to exercise the following activities: (1) use Services in other purpose than private, in particular for commercial purposes (e.g. lending, lease, commercial publication), (2) use of

Services in a manner being violation of rights of Monster Couch, third parties or other Users, (3) use of the Service contrary to its designation or specification, (4) interfere of Service or network systems connected to Service (e.g. source code, malware, breaking rules of competition), (5) use of service contrary to binding legal regulations and generally accepted social or cultural norms.

Monster Couch declares that: (i) is entitled to grant license (entitlement) for the benefit of User on terms specified in this User Agreement (and indicated in specification of given Service or other document made available in connection with the use of given Service) and (2) undertakes activities in order to ensure the highest quality of Services made available to User. Monster Couch is allowed to implement all actualizations of Service or its elements (e.g. patch).

Intellectual Property Rights

Monster Couch is solely entitled to all Services and all intellectual property rights connected to or incorporated in such Services, including copyright and industrial property rights (or Monster Couch obtained appropriate legal titles upon separate agreements with third parties).

As regards computer games, intellectual property of Monster Couch covers in particular graphic, text, sound and visual elements as well as characters and story. User is allowed to use mentioned intellectual property solely in the scope specified in this User Agreement and indicated in specification of given Service or other document made available in connection with the use of given Service (if applicable).

Content of Users

Users are allowed to use of Services (e.g. game elements) to create art based on such Services (e.g. fanart) only in case when such rights were granted in specification of given Service or other document made available in connection with the use of given Service or such activity is based on binding regulations of law.

Using of Services may result in situations in which in the scope or with use of given Service (or its elements) User shall create (produce) content which shall be made available to Monster Couch or other Users ("Users Content") (e.g. message, link, game recording). Such activity is allowed provided that: (1) in specification of given Service or other document made available in connection with the use of given Service creation or use of User Content may not be allowed, (2) User Content violates binding regulations, the rights of third parties or generally accepted social norms, (3) User is not granted with proper consents or entitlements of third parties necessary for creation or use of such User Content (e.g. use of graphic work of third parties).

User Content shall be used solely for private or other non-commercial purposes (e.g. entertainment, sharing experiences with other Users). Prohibition of commercial use of User Content covers in particular obtaining any profits by User or third parties and making User Content available as part of the products or services of third parties. Monster Couch shall consider all requests and questions as regards the use of User Content in the scope exceeding

allowed activities specified in this User Agreement (or indicated in specification of given Service or other document made available in connection with the use of given Service creation or use of User Content).

As of publication or making User Content publicly available by User, User grants to Monster Couch non-revocable, free-of-charge and non-exclusive license to use User Content on all fields of exploitations known on the date on which such license is granted on territory of the world (without time or territory limitations) and as regards derivative works based or using User Content (e.g. publication by Monster Couch on its fanpage).

Ads

When User starts or stops a game, it may display an ad. During gameplay, banners, rewarded videos and/or interstitial ads may be displayed.

Disclaimers

GAMES ARE PROVIDED "AS-IS" AND AS AVAILABLE AND Monster Couch (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. Monster Couch (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT ANY GAME: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation on Liability

IN NO EVENT SHALL Monster Couch (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR Monster Couch'S PRIVACY PRACTICES, ANY GAME, EVEN IF Monster Couch HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, ANY GAME ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Monster Couch'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR Monster Couch'S PRIVACY PRACTICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU'VE PAID Monster Couch IN THE PRIOR 12 MONTHS (IF

ANY). IN NO EVENT SHALL Monster Couch'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Final Information

This User Agreement is binding solely between User and Monster Couch. In respective scope also shall be applied: (i) specification of given Service or other document made available in connection with the use of given Service creation or use of User Content, (ii) Cookies Files and Use of Websites Policy, (iii) Privacy Policy. As regards Users from territory of the Republic of Poland this Agreement shall be subjected to polish law. Monster Couch is entitled to terminate this User Agreement in each case when User violates its terms, as well as undertake other legal activities specified in binding regulations as regards such violation. Monster Couch publishes actual version of this User Agreement (with indication of the publication date) under the following website address: www.monstercouch.com. It may happen that from time to time content of this User Agreement is being changed e.g. as a result of legal of amendment of regulations or provided Services.

Monster Couch