

## Terms of Services

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### **Hello Stanger! Welcome to the world of StreamCards!**

We have realised that watching esports is a passive form of content consumption. However, one thought kept nagging us - is it possible to change this? Watching esports while playing along – something that's never been done on livestreaming platforms before.

Until now.

### **Let's introduce StreamCards!**

StreamCards brings an innovative, on stream game based on the underlying title for esports tournament streams, allowing viewers to engage further with what's happening in a tournament match. StreamCards is an overlay extension for Twitch allowing tournament viewers to make predictions in the form of a card game.

Play cards on stream and predict tournament action. Viewers essentially become „viewgamers“. We have forged StreamCards into an on stream interactive game that lets players develop while watching tournament streams.

You can find more information about how extensions work [here](#), or if you would like to know more about setting them up on stream click [here](#).

### **Some basic information**

**StreamCards is a product/service of Stream Cards S.A.** We are seated at ul. Burakowska 5/7, 01-066 Warsaw, Poland.

Please read this Terms of Service carefully before using the StreamCards extension or website. **These Terms of Service govern Your use of the extension and website, unless we have executed a separate written agreement with You for that purpose.**

We are only willing to make the extension or the website available to You if You accept all of these Terms. **By using the extension or the website, or any part of them, You are confirming that You understand and agree to be bound by all of these Terms of Services.**

If You are accepting these Terms of Services on behalf of a company or other legal entity, You represent that You have the legal authority to accept these Terms on that entity's behalf, in which case "You" will mean that entity. If You do not have such authority, or if You do not accept all of these Terms of Service, then we are unwilling to make the extension or the website available to You. If You do not agree to these Terms, You may not access the extension or use the website.

**Important:** please also make sure You read our Privacy Policy. These Terms of Service, together with our Privacy Policy (hereinafter "Privacy Policy"), constitute the legal terms of the Agreement between us (hereinafter "Agreement") that governs Your use and provision of our Services.

Last but not least, depending on where You live, there are important mandatory requirements of the national legislation e.g. regarding liability. As StreamCards, we strive to provide You with the best possible implementation of Your rights, but please remember that where this is possible the Agreement may include some differences.

**Therefore, please make sure that You read the terms and conditions carefully before the first use of our products or services.**

### **1. Definitions**

- 1.1. **Agreement:** refers to these Terms of Service and Privacy Policy;
- 1.2. **Extension:** refers to StreamCards extension available via Twitch platform. StreamCards is an overlay extension for Twitch allowing tournament viewers to make predictions in the form of a card game. Available [here](#).;
- 1.3. **Intellectual Property Rights:** refers to (but not limited to) all copyright, trademarks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in databases, rights in computer software, moral rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property and exploitation rights of a similar or corresponding character;
- 1.4. **Privacy Policy:** means the policy located at [www.streamcards.gg](http://www.streamcards.gg) ;
- 1.5. **StreamCards, Us, We:** Stream Cards S.A., seat: ul. Burakowska 5/7, 01-066 Warsaw, Poland, Tax NIP ID 5272827176; REGON ID 368745605 registered at the District Court for the Capital City of Warsaw, XIII Commercial Division National Court Register; KRS registration number: 0000703366, our Website; our Service; or a combination of all or some of the preceding definitions, depending on the context of the word;
- 1.6. **Services:** refers to the services that we provide through our Extension and Website, as well as our Extension or Website itself;
- 1.7. **User:** refers to anyone who uses our Services, including registered users, general visitors to our Website, and anybody who so much thinks of clicking on our Website;
- 1.8. **Website:** refers to our website located at <https://www.streamcards.gg/>;
- 1.9. **You or Your:** refers to You, the person who is entering into this Agreement with StreamCards.

## 2. User Accounts

- 2.1. In order to use the Extension and the Website You need to create a Twitch user account and use the Twitch client to play the game.
- 2.2. Please bear in mind that Twitch services have their own [user agreement](#). Twitch is responsible for Your access to the game and use of the Extension. Twitch's user agreement determines the minimum technical requirements necessary to use the Services.
- 2.3. You are responsible for protecting Your user account and for Your account activities.

## 3. Ownership and rights to our products & services

- 3.1. The Extension and the Website offer products or services that include (but not limited to) its visual components, items, music, graphics, computer code, user interface, look and feel, game mechanics, gameplay, audio, video, text, layout, databases, data and all other content and all Intellectual Property Rights and other legal and exploitation rights regarding them. All these rights are protected by copyright law as an individual copyrighted work or as a collective copyrighted work or compilation. All these rights are either owned by StreamCards or are licensed from third parties.
- 3.2. We make some of our products or services available to You free of charge for Your own individual personal access through our Extension or Website, however You have the option to purchase additional and/or exclusive products or services. Subject to the terms and conditions in this Agreement, StreamCards hereby grants You a limited, non-exclusive, worldwide, royalty-free, non-transferable, non-sublicensable, revocable license.

- 3.3. Please remember that the Extension and the Website also include ideas, processes, methods and systems as well as formulas and data used to provide You with the best experience available. Many of them are our trade secrets, from which we derive significant economic value, or they are new and not obvious, so they are subject to our patents or patent products & services. By granting You the limited right to access the products & services for Your personal use, we under no circumstances waive any of these rights.
- 3.4. You have no right to reproduce, distribute, create, publicly display or perform, exploit, sell or otherwise exploit copyrighted works, inventions, data or material from the Extension and the Website, subject to our intellectual property rights, patent rights or trade secrets or other intellectual property rights not expressly set forth in these Terms. However, You can stream or otherwise make publicly available material from Extension related to Your own enjoyment of the Extension (i.e. achievements associated with Your account) but without the right to derive direct monetary benefit from such distribution. In each case you should indicate that the material you distribute comes from Extension. Please remember, you are also bound by the rules set forth in Twitch`s user agreement and in tournaments` terms or codes. StreamCards shall not be liable for any infringement of intellectual property rights caused by a user breaching the Twitch`s user agreement or tournaments` terms/codes.
- 3.5. StreamCards respects the intellectual property rights of others and takes them very seriously. If You have concerns that the Extension or the Website infringe Your Intellectual Property Rights in any way, please contact us using the following email address:hello@atreamcards.gg
- 3.6. Notwithstanding anything to the contrary herein, You acknowledge and agree that You shall have no ownership or other property interest in the account, and You further acknowledge and agree that all rights in and to the account are and shall forever be owned by and inure to the benefit of StreamCards.
- 3.7. StreamCards owns, has licensed, or otherwise has rights to use all of the content that appears in the Services. Notwithstanding any provision to the contrary herein, You agree that You have no right or title in or to any content that appears in the Service, including without limitation the virtual items or currency appearing or originating in the Extension or on the Website, whether earned in the Extension or purchased from StreamCards, or any other attributes associated with an Account or stored on the Service.

#### **4. Limitations to the use**

- 4.1. StreamCards Services shall be intended for Users that are over 16 (sixteen) years old. If You are between 16 and 18, please ask Your parent or guardian to review and approve this Agreement on Your behalf, plus they should supervise Your use of Services. We are sorry to say that, but if You are under 16 You are not allowed to use our Services.
- 4.2. Any use of Services in violation of these Agreement is strictly prohibited, can result in the immediate revocation of Your limited license and may subject You to liability for violations of law.
- 4.3. The following restrictions apply to the use of the Services – You shall not:
  - a) use the Services or the content or information provided by our Services to conduct business or activities or solicit activities for illegal, fraudulent, unauthorized or improper purposes. You will comply with all applicable laws related to Your use of our Services;
  - b) use the Service to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk or spam e-mail or repetitive or misleading messages to anyone;
  - c) (or attempt to) purchase, sell, rent or give away Your Account, create an Account using a false identity or information, or on behalf of someone other than Yourself;

- d) use or take part (directly or indirectly) in the use of cheats, exploits, automation software, emulators, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with Services;
  - e) disrupt, interfere with or otherwise adversely affect the normal flow of the Service or otherwise act in a manner that may negatively affect other users' experience when using the Service. This includes win trading and any other kind of manipulation of rankings, taking advantage of errors in the Service to gain an unfair edge over other players and any other act that intentionally abuses or goes against the design of the Service;
  - f) disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server ("Server") used to offer or support services or any Services environment;
  - g) institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon Services, or other attempts to disrupt the Services or any other person's use or enjoyment of Services;
  - h) attempt to gain unauthorized access to Services, Accounts registered to others or to the computers, Servers, or networks connected to the Services by any means other than the user interface provided by StreamCardsI, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Services;
  - i) post any information that:
    - a. is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive or engage in ongoing toxic behavior, such as by repeatedly posting information on an unsolicited basis;
    - b. contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
  - j) make available through Services any material or information that infringes any Intellectual Property Rights, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person;
  - k) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services, or to obtain any information from the Services using any method not expressly permitted by StreamCards;
  - l) modify or cause to be modified any files that are a part of the Services without StreamCards' express written consent;
  - m) use the Services if You have previously been removed by StreamCards, or previously been banned from playing any StreamCards game;
  - n) solicit or attempt to solicit login information or any other login credentials or personal information from other users of Services;
  - o) collect or post anyone's private information, including personally identifiable information, identification documents, or financial information through Services;
  - p) engage in any act that StreamCards deems to be in conflict with the spirit or intent of Services or make improper use of StreamCards' support services.
- 1.4. Our Services may continue to change over time as we refine and add more features. We may suspend or change our Services at any time without notice.

- 1.5. You may only use the Services if:
- a) You are sixteen (16) years of age (subject to point 4.1. of these Terms of Services) or above;
  - b) You agree to use the Services for Your own private purposes only and not for any commercial use, such as marketing or sale of goods or services;
  - c) You agree that You will only send, upload, communicate, transmit or otherwise make available User Content that You own or otherwise are permitted to make available in the Services;
  - d) You agree that You will not use another person or entity's name or e-mail address when You use our Services;
  - e) if You create a user account, You agree that You will only create one account per platform, provide Your full name and a valid e-mail address through which we will be able to contact You as well as any other step required in order to sign up for an account; You agree to keep Your login details to Your user account secure, which includes but is not limited to not disclosing Your login details to anyone else or allowing someone else to use Your login details or account; and You accept full responsibility for the activities carried out by the use of Your account;
  - a) You agree not to "harvest", "scrape" or collect any personal information (such as user name and email address) regarding other users of our Services without their consent;
  - b) You agree not to decompile, disassemble or reverse engineer Services or circumvent, deactivate or otherwise interfere with any technological measure or security-related feature of Services; and
  - c) You agree not to remove or amend any copyright or other proprietary notices.
- 1.6. You accept full responsibility for any unauthorized use of the Services by minors. You are responsible for any use of Your credit card or other payment instrument by minors.
- 1.7. StreamCards reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Service or the Services itself. StreamCards reserves the right to take action as a result, which may include terminating Your Account and prohibiting You from using the Services in whole or in part.

## **5. Content created by our users**

- 5.1. A portion of the content that is published in our Services is generated by other Users. This user-created content may include e.g. user submitted text, graphics, photos, product ideas, videos, audio files, and images (hereinafter: "**User Content**").
- 5.2. We do not claim any ownership interest in Your User Content, but we do need the right to use Your User Content to the extent necessary to provide Services to other users, including to display Your User Content in the manner requested by You to operate Services.
- 5.3. User-generated content and Your access to user-generated content are subject to the following restrictions and notifications:
- a) You understand that, as with any content created by users, Your own user-generated content may be accessed and viewed by others, including the public. Regardless of whether the content created by users is published or not, StreamCards does not guarantee the confidentiality of such content. You alone are responsible for Your own user-generated content and the consequences of publishing it in our Services;

- b) Therefore, by creating or uploading User Content via Services You automatically grant to us:
  - a. an unrestricted, irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license, by ourselves or with others,
  - b. to use, edit, copy, compress, distribute, publicly perform, publicly display, print, publish, republish, excerpt (in whole or in part), reformat, translate, modify, revise and incorporate into other works, that User Content and any works derived from that User Content,
  - c. in any form media or technology now or subsequently developed, including, without limitation, radio and cable television or wired or wireless transmission and the Internet for any purpose, including, without limitation, advertising, promotional, entertainment or commercial purposes, without payment to You and without further permission from You,
  - d. in compliance with all applicable laws, and to license or permit others to do so.
- 1.4. Our rights under this license remain in place even after termination of this Agreement or Your account. Under this license, StreamCards may use any ideas or concepts contained in the User Generated Content without further attribution, compensation or notice to You.
- 1.5. You may not post, transmit, distribute, upload, promote or otherwise make available any communications, content or materials that contain:
  - a) corrupted files, viruses or similar software files whose purpose is to damage the operation of a computer other;
  - b) are unlawful, threatening, harassing, abusive, defamatory, violating privacy or publicity, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable;
  - c) contain software viruses, unsolicited advertising, promotional material or other forms of advertising for other users, individuals or organizations;
  - d) include e-mail addresses, first and last names, URLs, telephone numbers, physical addresses or other forms of personal contact information;
  - e) impersonate any person, entity or organization, including StreamCards and our employees and agents;
  - f) promote behaviors that would constitute a criminal offense;
  - g) create a civil liability;
  - h) otherwise violate any law (including but not limited to those governing consumer protection, unfair competition, anti-discrimination or false advertising);
  - i) behaviour that, in the opinion of StreamCards, restricts, interferes with, interferes with or prevents the use or enjoyment of the products & services and / or our related services and products by other Users.
- 1.6. You decline, waive, and agree that You have no moral rights to the User Content. StreamCards may delete or shorten User Content to comply with these terms or laws. In this way, StreamCards cannot later be held responsible as an author, publisher, or otherwise than for the User Content.

- 1.7. You understand that the use of our products & services may expose You to User Content that is offensive, indecent, or offensive to You. In no event will StreamCards be liable for User Content, including but not limited to errors or omissions in User Content, or for any loss or damage of any kind to You or any other person resulting from the use of User Content transmitted through the products & services, uploaded, published, emailed or otherwise made available.
- 1.8. You are solely responsible for Your conduct, the compliance of Your User Content with applicable laws and Your communication with others while using our products & services. By using our products & services, You warrant that You have the rights or permissions necessary to use Your User Generated Content and to comply with these terms.
- 1.9. You, and not us, are responsible for maintaining, protecting, and securing any content You create. StreamCards makes no promise to protect, store or secure User Content, including Yours. We are not responsible for the loss or damage to Your User Content or for any costs or expenses associated with the backup or recovery of Your User Content, even if we cause the loss or damage.
- 1.10. We may choose to review publicly published or shared content and remove or correct any User Content that we or others may find obscene, indecent, lascivious, dirty, overly violent, harassing, or otherwise objectionable. However, You acknowledge that we are not required to monitor information about the products & services. And such actions we take do not make us the editors or in any way responsible for the User Content.

## **6. Termination or suspension of Services or Account**

- 6.1. You may terminate Your account and use of Services at any time and for any reason by sending a request (along with the reason for Your decision) via email at: [hello@streamcards.gg](mailto:hello@streamcards.gg). Termination will not affect already existing rights or obligations of us or You.
- 6.2. Without limiting any other remedies, StreamCards may limit, suspend, terminate, modify, or delete Accounts or access to Services or portions thereof, prohibit access to the Extension and Website, and their content, services and tools, delay or remove hosted content, and take technical and legal steps to prevent Users from accessing Services, if:
  - a) You are, or StreamCards suspects that You are, failing to comply with any of these Terms of Services or for any actual or suspected illegal or improper use of Services;
  - b) we believe that they are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our terms or policies;with or without giving any reason and notice to You.
- 1.3. Please note that termination or suspension of Accounts or access to Services with the effect that You can lose Your all achievements associated with Your account including (but not limited to) ranks, benefits, privileges, earned items and purchased items associated with Your use of the Services, and StreamCards is under no obligation to compensate You for any such losses or results.
- 1.4. Without limiting the generality of the last sentence, we are entitled to:
  - a) terminate, suspend, if we have reason to believe that You have participated in any of the prohibited or unauthorized activities described in these Terms (especially included in the point above), or otherwise violate Your obligations of these Terms or restrict Your access to or use of our Services;
  - b) notify law enforcement, regulators, third parties affected and others, if we believe it is appropriate;

- c) stop providing You with our Services in the future; and
  - d) take legal action against You.
- 1.5. You hereby acknowledge that if either we or You terminate Your account, all Your User Content and Virtual Goods may be made inaccessible. Termination of Your Account can include disabling Your access to Services or any part thereof including any User Content You submitted or others submitted.
- 1.6. StreamCards reserves the right to terminate any account that has been inactive for 2 years.
- 1.7. StreamCards reserves the right to stop offering and/or supporting Services or part of Services at any time, at which point Your license to use Services or a part thereof will be automatically terminated. In such event, StreamCards shall not be required to provide refunds, benefits or other compensation to Users in connection with such discontinued Services (including, but not limited to Virtual Goods).

## 7. Third Party Services and Content

- 7.1. Services may include content and links to third party services and/or third party services may be made available to You via StreamCards. Please note that these services are subject to respective third party terms and conditions that may constitute an agreement between You and the third party. If You follow a link to any of these websites, please note that these websites have their own privacy policies.
- 7.2. We do not accept any responsibility or liability for their policies, their processing of Your information or the content on the websites of these third-parties. We strongly recommend that You read their privacy policies and terms and conditions to understand how they process Your information.
- 7.3. In our Services we may display and provide third party content (hereinafter: "**Third Party Content**"). This Third Party Content may be part of, or accessible through, our Services, and may include without limitation links to third party websites, as well as software, or other services provided by third parties as part of, or in connection with, Services.
- 7.4. We do not accept any responsibility or liability for this Third Party Content, especially we are not responsible, and assume no liability, for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of such third party content. You therefore release StreamCards from any actions, demands, suits or other claims resulting from or arising out of or in connection with such third party content and/or websites.
- 7.5. These Terms of Service only give You a limited, non-exclusive, and revocable license to use Services. Under no circumstance shall these Terms of Service be interpreted in a manner which gives You a license to copy, modify, reproduce, publicly perform, or engage in any conduct (other than use) which, without a license, would constitute infringement upon the intellectual property rights of a third party.

## 8. Fees and Purchase Terms

- 8.1. In the Service You may purchase, with money, a limited, personal, non-transferable, non-sublicensable, revocable license to use virtual currency (hereinafter: "**StreamCard Credits**" or "**Virtual Currency**", all for use in Services) and virtual in-game digital items including but not limited to card packs, Battle Passes, cosmetic and in-game enhancements, and other downloadable content (hereinafter, together with Virtual Currency: "**Virtual Items**"). You can earn StreamCards Credits by playing in the Extension, purchasing with "real world" money and/or earn by completing certain in-game activities. Only Services Users can use Virtual Items.

- 8.2. If You buy Virtual Items, You agree to the pricing, payment and billing policies applicable to them, as notified to You at the time of purchase. All prices are visible in the Services store. They're inclusive of legally applicable sales taxes/VAT.
- 8.3. You can pay for Your in-game purchases using [Adyen payment provider](#). Additional Terms may apply.
- 8.4. You are responsible for ensuring that You have authorization to use any chosen payment method, which includes obtaining account-holder/parent/guardian approval if applicable. You are responsible for ensuring that this authorization is maintained at all material times. Keep Your payment details secure. Do not make inappropriate charge-back or refund requests. You are responsible for applicable fees and taxes incurred by You or anyone using an Account registered to You. **All payments are non-refundable and non-transferable except as expressly provided in this Agreement.** If You feel like there is a special case we should consider in issuing a refund, please contact us via email at: \_\_\_\_.
- 8.5. Virtual Items are digital items only with no cash-value or real world existence and cannot be 'bought', 'sold', gifted, transferred or redeemed, whether or not for other Virtual Items, Virtual Currency, 'real world' money, goods, services or items of monetary value. Trading Virtual Items or Currency is prohibited. You have no property interest or right or title in any Virtual Items or Virtual Currency, which remain StreamCards' property. StreamCards reserves the right to reverse, change or amend Virtual Items or Virtual Currency transactions or other matters if necessary to protect StreamCards or to enforce this Agreement.
- 8.6. You are only allowed to purchase Virtual Items from us or our authorised partners through the Service, and not in any other way.
- 8.7. StreamCards may manage, regulate, control, modify or eliminate Virtual Items at any time, with or without notice. StreamCards shall have no liability to You or any third party in the event that StreamCards exercises any such rights.
- 8.8. The provision of Virtual Items for use in StreamCards games is a service provided by StreamCards that commences immediately upon acceptance by StreamCards of Your purchase.
- 8.9. StreamCards may revise the pricing for Virtual Items offered through the Services at any time. In order to protect StreamCards, Services' users and to stop fraud, StreamCards may impose limits on use of Virtual Items and Virtual Currency (including transaction limits and balance amounts).
- 8.10. You acknowledge that StreamCards is not required to provide a refund for any reason, and that You will not receive money or other compensation for unused virtual items when an account is closed, whether such closure was voluntary or involuntary.
- 8.11. Virtual Items and Virtual Currency do not expire, but we reserve the right to change or amend that if necessary. We are not obliged to provide Virtual Items or Virtual Currency to You.
- 8.12. The existence of a particular offer for Virtual Items is not a commitment by us to maintain or continue to make the Virtual Items or that offer available in the future. The scope, variety and type of Virtual Items that You may obtain can change at any time and we have the right to manage, regulate, control, modify or remove Virtual Items in our sole discretion if we consider any of this necessary for the ongoing operation of Services or for other legitimate reasons, in which case we will have no liability to You or anyone for the exercise of such rights. We will endeavor where possible to give You reasonable notice of any such changes and to explain the reasons why.

- 8.13. If You are resident in the European Union, You have the right to withdraw from a purchase of Virtual Items or Virtual Currency within 14 days of Your purchase, without giving a reason. You hereby expressly acknowledge that You lose Your right of withdrawal once the performance of our service has begun and Your account is provided with access to the Virtual Items and/or Virtual Currency.
- 8.14. You agree that the supply of Virtual Items and/or Virtual Currency and the performance of services begins immediately after You complete Your purchase. Therefore, once access to the Virtual Items and/or Virtual Currency has been enabled on Your account, the contract has been fully performed by StreamCards.
- 8.15. If You are resident elsewhere in the world outside the European Union (including the USA), all purchases are final and no refunds will be made or returns accepted, except where required by statutory laws. Neither this nor any other part of this Agreement affects Your statutory rights. In other words, Your local laws, such as acts on protection of consumer rights, may provide You with additional rights that cannot be limited or waived by this Agreement.

## 9. Card rarity

- 9.1. However in the current version of the product where we focus strictly on testing gameplay balance and mechanics, all cards are available to users.

## 10. Privacy

- 10.1. StreamCards Privacy Policy explains what information is collected to provide You with access to Services and how it's protected. By accepting these Terms of Service You consent to StreamCards using the personal data collected in accordance with our Privacy Policy published at: [www.streamcards.gg](http://www.streamcards.gg).
- 10.2. When You sign up for an account You provide personal details to us that may be deemed as personal data under applicable legislation.
- 10.3. StreamCards is acting as controller for Your personal data meaning that StreamCards is responsible for the processing of Your personal data.
- 10.4. We do not use our Services to knowingly solicit information from or market to children under the age of 16. Our terms of use prohibit users aged under 16 years from accessing our Services. In the event that we learn that we have collected personal information from a child under 16 years of age we will delete that information as quickly as possible. If You believe that we might have any information from or about a child under 16 years of age please contact us at [hello@streamcards.gg](mailto:hello@streamcards.gg).

## 11. Disclaimer, warranties and liability

- 11.1. We provide our Services "AS IS" and without any guarantee from us, our agents, employees, subsidiaries, licensors, distributors, advertisers or suppliers (the "other companies"), as they allow, and to the fullest extent possible by implied law, us and the other entities, expressly disclaims all warranties, express or implied, including, but not limited to, merchantability and fitness for a particular purpose and warranties of non-infringement of third party rights.
- 11.2. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, which might apply to our Services. There is no warranty that our Services will meet Your requirements that Your access is interrupted or error-free, or the use or results of the use of the products & services or related to performance, accuracy, reliability, security, currentness or

other. No oral or written information or advice given by any person, if any, may create a warranty.

- 11.3. To the maximum extent permitted by applicable law, StreamCards, their affiliates, partners and licensors shall not be liable for any loss, damage or harm of any kind arising from the use or inability to use or 'loss' relating to Services. StreamCards, their affiliates, partners and licensors shall not be liable for any indirect, consequential, incidental, special, punitive or exemplary damages or any other damages arising out of or connected with Services. This includes if You suffer damage because You cannot use Services (either temporarily or permanently). None of the above will be affected in any way even if StreamCards or their affiliates, partners or licensors are at fault (whether through negligence, breach of contract, breach of warranty or strict liability) and even if You or we have been advised of the possibility of such damages.
- 11.4. Under no circumstances will we be liable for the unauthorized use of Services.
- 11.5. You represent and warrant that You have the full power and ability to enter into this Agreement and will follow fully its terms. You also represent and warrant that any User Content, which You transmit via Services does not infringe upon the Intellectual Property Rights of any third party. You further represent and warrant that You will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful or racist.
- 11.6. To the maximum extent permitted by applicable law, in no event will our total liability to You in connection with Services or this Agreement exceed an amount equal to the amount You have actually paid us (if any) in connection with the matters underlying any claim(s).
- 11.7. You agree to indemnify and hold harmless on demand StreamCards, their affiliates, licensors and partners from all liabilities, claims and expenses, including legal fees, in connection with: (1) any alleged or actual breach of this Agreement; (2) the use of Services by You or any person on Your behalf; (3) infringement of Intellectual Property Rights or other property of StreamCards; and/or (4) Your shared User Content. If claims are brought against us, then You will cooperate fully with us and we reserve the right to take over their defence. You will not settle any such claims without our prior written consent.
- 11.8. You agree that any loss, damage or harm You suffer are not irreparable or sufficient, and other remedies will be adequate, such that You are not entitled to injunctive or other equitable relief against us.

## **12. Force Majeure**

- 12.1. StreamCards won't be liable to User regarding any performance, or non-performance, or delay, in whole or in part, due to Force Majeure.
- 12.2. "Force Majeure" means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including strikes, lock-outs or other industrial disputes (other than any such dispute involving the workforce of the party so prevented), nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, fire, flood, or storm or default of suppliers or sub-contractors.

## **13. Patches, updates and changes**

- 13.1. We may patch, update or change the Extension or the Website over time (for example to add or remove features, to resolve bugs or to balance the game or adjust the game economy), which will result in mandatory and/or automatic updates (older, updated versions may become unusable over time as a result).
- 13.2. This will eventually mean card nerfs – they are part of keeping the game alive and fresh. As part of these patches, updates or changes, we may need to impose limits on, or remove/restrict access to, certain game features (without notice or liability).

#### **14. Changes to our Terms of Service**

- 14.1. In the event of any change to the scope of the Services or its functionality, or as required by applicable law, we may revise these Terms of Service from time to time and the most current version will always be published in our Services. Check these conditions regularly to make sure You are familiar with them. By continuing to access or use the Services after the changes have come into force, You agree to the revised terms. If You do not agree to the new terms, stop using the Services.

#### **15. Dispute Resolution/Arbitration**

- 15.1. If You have concerns or issues regarding Services, we hope we can resolve them quickly and amicably through our support service accessible at [hello@streamcards.gg](mailto:hello@streamcards.gg). The applications and complaints shall contain a detailed description of the problem occurring and the User's contact data making it possible for StreamCards to respond to the application made by the User.
- 15.2. We may request the User to provide additional information within the scope necessary to provide a response. We shall respond to the application or complaint within 14 days from receiving complete information.
- 15.3. We recognize that occasionally there might be legal disputes which are not so easily resolved. In this section we explain what happens if there is a legal dispute.
- 15.4. Normally we would suggest that this dispute resolution period lasts 30 days unless exceptional circumstances exist. If it is not resolved during this time, the next steps depend on where You live. If You are resident in the European Union, You may be entitled to submit a complaint through the Online Dispute Resolution Platform operated by the European Commission, details of which can be found at <https://ec.europa.eu/consumers/odr/>.
- 15.5. Dispute resolution next steps.
  - a) If You live in the European Union or elsewhere in the world (but not the USA), You and we have the legal right to commence legal claims against each other if we consider it necessary. If You bring a claim against StreamCards, You should address it to "Legal Team, Stream Cards S.A., ul. Burakowska 5/7, 01-066 Warsaw, Poland" with a copy to [hello@streamcards.gg](mailto:hello@streamcards.gg).
  - b) If You live in the USA, we and You agree to resolve all disputes and claims between us in individual binding arbitration. This includes without limitation any claims arising from this Agreement, any part of the relationship between You and StreamCards. This section applies whether the dispute or claim is based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal doctrine.

If either of us wants to commence arbitration, then they have to send the other side a written notice setting out the basis of the claim and what remedy the commencing side wants from the other side. A printed version of this Agreement and of any notice given in electronic form shall be admissible to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed

form. If You send a notice to us, please address it to: \_\_\_\_\_. You or we may bring an arbitration at any reasonable AAA location within the United States that is convenient for You. The US Federal Arbitration Act applies to this section. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement (<http://www.adr.org>). The arbitrator will be bound by this Agreement. The arbitration shall be conducted by a single arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators. The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court. The AAA will administer the arbitration and it will be conducted in the English language. It may be conducted through the submission of documents, by phone, or in person at a mutually agreed location. The arbitration hearing must commence within thirty (30) days from the appointment of the arbitrator, unless otherwise agreed to by You and us. The AAA will only have power to arbitrate the dispute between You and us and not in relation to other people under this particular arbitration. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

- 1.6. The dispute resolution and arbitration requirements do not apply to claims or disputes brought by either You or us which relate to claims of intellectual property rights infringement or claims of unauthorized use, piracy, theft or misappropriation.

## **16. Miscellaneous**

- 16.1. If You are resident in the European Union and elsewhere in the world (but not the USA), You and we agree that Your use of Services, and this Agreement, and any issues arising out of them, will be governed by and interpreted according to the laws of Poland and any dispute regarding it will be exclusively under the jurisdiction of the courts of Poland. In any legal claim under this Agreement, the side which wins will be entitled to its legal fees and expenses.
- 16.2. If You are resident in the USA - to the extent any disputes not covered by the provisions of point 15 of this Terms of Service - You and we agree that Your use of Services, and this Agreement, and any issues arising out of them, will be governed by and interpreted according to the laws of the State of California, USA (and, if applicable, US Federal law) without regard to choice of law principles. Any legal claim by You against StreamCards, to the extent not covered by the provisions of point 15 of this Terms of Service, will be made exclusively in state or federal court located in Los Angeles, California, which will have subject matter jurisdiction regarding the dispute between You and StreamCards and therefore we both consent to the exclusive jurisdiction of those courts. Moreover, You waive any rights to argue that the state and federal courts in Los Angeles, California are an improper venue. In any legal claim under this Agreement, the side who wins will be entitled to its legal fees and expenses.
- 16.3. These Terms, together with the Privacy Policy and all User Agreements, constitute the entire and exclusive agreement between You and us in relation to our Services and supersede all prior understandings and agreements between us with respect to their subject matter. These conditions do not create any rights of third parties.
- 16.4. No failure or delay by us or You to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by us or You will preclude or restrict the further exercise of that or any other right or remedy.

- 16.5. If any provision is found to be unenforceable, the remaining provisions of these Terms will remain in full force and an enforceable provision will be replaced to reflect our intentions as accurately as possible.
- 16.6. Please remember that we are subject to various laws and we may be required to comply with law enforcement or other legal requirements, including import/export controls.
- 16.7. You and we agree that the UN Convention on Contracts for the International Sale of Goods does not apply to Services or this Agreement.
- 16.8. You may not assign Your rights to these terms, and such attempt is void. However, we may transfer or assign our rights and obligations under these Terms to another company.