

# NETIOUS.COM TERMS AND CONDITIONS

## § 1. Introduction

1. This Terms and Conditions ("Terms") settle the principles that constitute the legal basis for the use of the web site **Netious.com** ("Site"), found at [www.netious.com](http://www.netious.com), and detail the manner in which the online services are provided via the Site.
2. Netious.com is owned, and the e-services are provided by Mateusz Chołaściński, acting as a sole trader with business name: **Netious.com Mateusz Chołaściński**, seated in Poland, ul. Gen. Józefa Wybickiego 47/1, 81-842 Sopot, registered in the Central Registration and Information on Economic Activity of Republic of Poland led by the Minister of Economy, VAT number: 7441644919, National Business Registry Number: 519657221. Up-to-date information about the Site owner, including contact information (the business address, phone number and e-mail address) is available at [www.netious.com](http://www.netious.com) in the "Contact" section.
3. These Terms and Conditions are available at [www.netious.com](http://www.netious.com), in the "Terms and Conditions" section, with the possibility to download, save on user's local device, and open at any time.
4. By using the services provided at the Site you indicate your acknowledgment and acceptance of these Terms and Services.

## § 2. Definitions

The following capitalized terms that are used in this Terms and Conditions shall mean:

- 1) **Blog** - the Site's subpage on which the Service Provider shares dated posts, offering Users and Visitors the ability to add Comments and share the Blog content on social media;
- 2) **Price List** - the document available on the Site in the "Price List" section, specifying the Subscription Fees, Package Fees and Subscription Period, and the range of available Game features;
- 3) **Visitor** - any person who accesses generally available and free of charge part of the Site, not having an Account or not logged in to an Account;
- 4) **Game/ Netious Market Challenge** - the computer simulation game called "Netious Market Challenge", available to Users as an online Service on the Site, in free and paid versions;
- 5) **Player** - a User participating in the Game;
- 6) **Password** - the unique string of alphanumeric or special characters, set up by the User, and used to provide authorized access to the Account and to login to the Game;
- 7) **Comment** - the content posted by Users or Visitors in public areas on the Site, visible to other Users and Visitors with information about the author of the Comment (if not published anonymously);
- 8) **Consumer** - a natural person who, in transactions covered by this Terms, is acting for purposes which can be regarded as outside his trade or profession;
- 9) **Account/ User Account** - set of data (protected by a unique username and Password) provided by the User, which involves certain access rights in the Game;
- 10) **Materials** - any content posted on the Site by the Service Provider, in particular text (including Blog and Help), graphics, photography, sound and video, regardless of whether they are copyrighted works or not;
- 11) **Newsletter** - periodical e-mail sent to Users or Visitors on their request, containing information about the Game, its new features or Services available on the Site, new Materials or Blog entries;
- 12) **Subscription Period** - the period, the length of which is defined in the Price List, during which the User who paid the Subscription Fee, has access to the Game features provided for the "Premium" Account;

- 13) **Subscription Fee** - the fee specified in the Price List, authorizing the use of the "Premium" Account during the Subscription Period;
- 14) **Package Fee** – the fee specified in the Price List, for Points Package to be used withing the "Standard" account;
- 15) **Points Package** – a stock of points, enabling withing the "Standard" account to unlock temporarily / indefinitely / per use some limited functionalities. The functionalities and number of required points to be used from the personal points record are specified in the Game and in the Price List;
- 16) **Help** - instruction for Players, available on the Site, in the "Help" section;
- 17) **Terms** - this document, setting out the terms of use of the Site and Services, in particular the rights and obligations of Users and the Service Provider;
- 18) **Registration** – procedure specified in detail in § 4 of these Terms performed by a person willing to participate in the Game which meets requirements of the Terms, resulting in creating the User Account and accessing the Game by the User;
- 19) **Site** - web pages owned and operated by the Service Provider, available at netious.com;
- 20) **Agreement** - the agreement concluded by means of electronic communication between the User and the Service Provider, providing for the supply of Service or Services, in accordance to the Terms;
- 21) **Services / Service** - free or paid online supply of digital content in a form of the Game and other Services provided on the Site subject to the conditions specified in these Terms;
- 22) **Free Services** - Services provided by the Service Provider via the Site pursuant to the Terms, which are not expressly marked as Paid Services;
- 23) **Paid Services** - Services enabling online access to the Game features during the Subscription Period, available in "Premium" Account type and Points Package, available in "Standard" account, for which the Subscription Fee or Package Fee is defined in the Price List;
- 24) **Service Provider** - Netious.com Mateusz Chołaściński seated in Poland, ul. Gen. Józefa Wybickiego 47/1, 81-842 Sopot, registered in the Central Registration and Information on Economic Activity of Republic of Poland led by the Minister of Economy, VAT number: 7441644919, National Business Registry Number: 519657221 - who is the owner and administrator of the Site, and provides Services referred to in the Terms;
- 25) **User** - a natural person with full legal capacity, acting as a Consumer or a sole trader, who effectively Registered on the Site and has a User Account.

### **§ 3. Description of Netious.com Services**

1. The Service Provider provides the following online Services on the Site:
  - 1) access to the Game features;
  - 2) use of the **User Account**;
  - 3) access to **Materials**;
  - 4) **Blog** and access to the Blog features;
  - 5) **Newsletter**.
2. **The Game** is a business simulation based on a model of a market. Players take on the role of entrepreneurs, make decisions on their businesses parameters and compete with each other. Detailed instructions for Players can be found on the Site in the "Help" section.
3. The Game does not offer cash money or actual prizes, is not a game of chance, slot machines or mutual wagering as provided for the Polish Act on Games and Mutual Wagering.
4. The Game can be accessed only by the registered Users via self-defined password.
5. The Game includes the following features:

- 1) decision sheets for virtual business decisions;
  - 2) reports showing the effects of decisions made by the Player;
  - 3) business management form enabling selection of a form of business activity, company name and its logo;
  - 4) "team play" feature;
  - 5) internal mail module that enables communication between Players;
  - 6) periodical and automatic mailing, sent to the e-mail address provided by the User, informing about the current situation in the Game.
6. Range of the Game features available to the User is based on the selected type of the Account. There are three Account types available:
    - 1) "Standard" Account - provides free access to limited features of the Game for an indefinite period. Specific unavailable functionalities can be in this Account Type unlocked in exchange for Points purchased by the User as the Points Package;
    - 2) "Premium" Account - available to all Users, offers a full package of Game features for paid Subscription Period.
  7. Mailing is enabled by default for all types of Accounts. The User may withdraw their consent to receive mailing at any time, by changing their Account settings.
  8. Team play feature is only available for all Users with an active Account and is intended for specific forms of business activity in the Game, as indicated in the Help. This feature is associated with acting by Players in one of the two following roles defining the scope of their powers:
    - 1) founder of the team - who is a captain of the team and only person entitled to choose the form of business activity, to decide about terminating its activity and about the team size and members (including inviting to the team and removing members of a team);
    - 2) team member - who is authorized to jointly manage the company created by the founder, without the right - at the time of being a team member - to set up its own business in the Game.
  9. The User may change "Standard" Account to "Premium" Account at any time. For this purpose it is necessary to make the payment provided for the selected type of Account.
  10. During the Subscription Period for the "Premium" Account it is not possible to change the type of Account.
  11. Users who had, before December 18, 2017, active "Student" or "Business" accounts, will have their accounts automatically transformed into "Premium" account, with no loss of available functionalities in the Game.
  12. The Service of online access to the Game features does not provide the features to adjust to the Users expectations. The Service Provider is not liable for decisions made in the Game by Users and the results of those decisions.
  13. **User Account** in the form of individual administrative panel on the Site, is available upon effective Registration and allows the User to modify the data provided during Registration. In the case of "Free" Account and/or during the Trial Period and the Subscription Period, a User Account also allows taking actions in the Game possible due to the chosen type of Account.
  14. User Account is available to Users free of charge, however the Account options associated with taking actions in the Game, in paid versions of the Services, are available only upon payment of Subscription Fee or Package Fee. Subject to the provisions of clause 16 of this paragraph, period of supplying the User Account Service is equivalent to duration of the Service on online access to the Game features for a chosen type of Account.
  15. The User can log in to the Account using the e-mail address and the Password.
  16. The User Account is maintained for one month from the date of expiry of the Subscription Period. At that time the User can make the payment for another Subscription Period or change

the Account for the "Standard". If the User has not renewed the period of use of the Services in a abovementioned manner, the Account will be deleted by the Service Provider. "Standard" Account can be deleted by the User at any time, by selecting "delete account" in the Account's settings.

17. As a result of deletion of an Account, data provided by the User is deleted as well as all content added/created by the User in the Agreement duration.
18. **Materials** like Manual, texts on the Blog and e-learning texts are made available free of charge to the Users and Visitors, for an unspecified period, provided that access to the Materials included in the Game is only possible for Users after logging in to the Account, and in the period equivalent to the duration of the Game Service.
19. **Blog** with accompanied features: ability to add Comments and share the Blog content on social media, is available free of charge to Users and Visitors, for an unspecified period.
20. Adding Comments does not require providing identification data, but it is possible to mark a Comment with a name or a nickname of the author. Such information will be available to the public.
21. The texts published on the Blog can be shared on social media by Users and Visitors, using dedicated tools built on the Site. Such a dissemination of Blog texts will not be deemed a violation of copyrights.
22. **Newsletter** is a Service provided free of charge on request of a User or a Visitor. Request for the Newsletter can be done via link available on the Site, and requires a valid e-mail address to which the Newsletter is sent. Resignation from the Newsletter is possible at any time, via link in the e-mail containing a Newsletter.
23. The Service Provider can provide Users other additional services than stipulated in these Terms and broaden the scope of the Services (e.g. by adding new Game features). Information about this will be publicized on the Site. The use of an additional feature or service will depend on the will of the User. In particular, if the use of a new feature or service would require payment of fee by the User, such a service or feature will be activated only at the express request of the User, upon payment of a fee. These Terms apply to new services and features unless the Service Provider will regulate the conditions under which they are supplied in a separate document.

#### **§ 4. Registration**

1. To complete the Registration process it is necessary to:
  - 1) enter data to the registration form available via link on the Site,
  - 2) declare acceptance of these Terms and Conditions, by ticking the check box stating: "I accept Terms and Conditions of Netious.com",
  - 3) confirm the above steps by pressing the icon "create account".
2. After effective Registration the "Standard" account is created.
3. After completing the abovementioned process, an activation e-mail will be dispatched to the address provided during Registration. Clicking on the link provided in the e-mail will activate the User Account.
4. The User must provide accurate and valid e-mail address upon registration.
5. The User may view, correct or update their personal data at any time during the Agreement duration.
6. The User acknowledges and agrees that the information provided in the Registration process which they will use in the Game (with the exception of the Password, which is the access confidential information), as well as other information made public by them on the Site will be visible and accessible to other Users.

## **§ 5. Concluding and Terminating Agreements**

1. Subject to provisions of clause 2 of this paragraph, upon commencement of use of Free Service on the Site, a User or a Visitor concludes an Agreement on supply and use of Free Service with the Service Provider, in accordance to the Terms.
2. Agreements on Free Services for "Standard" Account, are concluded and activated upon Registration.
3. An Agreement on Paid Service is concluded by registering and placing an order comprising of: choice of the Account, acceptance of the Terms and payment of the Subscription Fee. The Agreement on Paid Service is concluded for a specified period, equivalent to the Subscription Period.
4. Paid Service is activated by the Service Provider upon the receiving of payment, unless, on request of the Consumer, the commencement of Service is postponed until the date of loss of the right to withdraw from the Agreement referred to in clause 10 of this paragraph.
5. An Agreement corresponds to the provisions of the Terms, provided that an integral part of the Agreement on online access to the Game features is the Price List as of conclusion of the Agreement. The Price List specifies the Subscription Fee and Package Fee including taxes (or lack thereof), length of Subscription Period. Current Price List and information on its effective date is available on the Site in the "Price-list" section. Additionally, the Service Provider shall inform the User on terms relating to the Agreement via e-mail sent to the address provided during Registration. Any possible changes in the Price List will not apply to the pending Agreements.
6. An Agreement on Free Service is concluded for unspecified period and may be terminated by a User or a Visitor at any time, with immediate effect - by discontinuing use of the Service or by a notice made to the Service Provider in any form. Agreement on Free Services for a "Standard" Account may be terminated by the User at any time by deleting the Account (selecting "delete account" in the Account's settings).
7. The Service Provider is entitled to terminate the Agreement on a Free Service concluded for unspecified period, with one month's notice, effective at the end of the calendar month, in the case of the planned resignation from supplying of such Service. The abovementioned notice will be made by the Service Provider by its publication on the Site. In case of the Agreement on Free Services for a "Free" Account, notice of termination will be submitted via email to the e-mail address provided by the User.
8. Subject to provisions of clause 9 of this paragraph, Consumer has the right to renounce the Agreement for convenience, within 14 days from provision of Service. The right may be exercised by submitting to the Service Provider a notice of withdrawal in electronic form to the following e-mail address: info@netious.com or in writing to the address of the Service Provider: Netious.com Mateusz Cholaściński, ul. Gen. Józefa Wybickiego 47/1, 81-842 Sopot, Poland. In order to meet the abovementioned deadline, the Consumer must send a notice of withdrawal before its expiry. Notice of withdrawal should express willingness to withdraw from the Agreement (e.g.: "I withdraw from the contract...") indicate the Service, the date of conclusion of the Agreement and identification of the person making the withdrawal. The model withdrawal form is contained in Annex 2 to the Polish Consumer Rights Act of 30<sup>th</sup> May 2014 (being the implementation of the Directive of the European Parliament and of the Council of Europe 2011/83 / EU of 25 October 2011). In the event of withdrawal, the Agreement shall be deemed to be void.
9. In case of Agreements on online access to the Games features, which constitute agreements for the supply of digital content, Consumer loses the right to withdraw from the Agreement if they consented to the beginning of the performance of the Agreement during the withdrawal period.
10. In the event the Consumer has not consented to the beginning of the performance of the Agreement during the withdrawal period, the commencement of the Service will take place on the date of loss of the right to withdraw, and Consumer will have the right of withdrawal in accordance with clause 10 of this paragraph. The Service Provider will reimburse the Subscription Fee received from the Consumer without undue delay and in any event not later than 14 days from the day on which the Service Provider is informed of the Consumer's decision to withdraw

from the Agreement. The reimbursement will be carried out by the means of payment agreed between the Service Provider and the Consumer. The Consumer does not incur any fees as a result of such reimbursement.

## **§ 6. Fees**

1. Paid Services, the amount of fees and detailed rules for their calculation are set out in the Price List.
2. Possible changes in the Price List will be announced by publication on the Site and will be carried out taking into account the rights acquired by Users, in particular, these changes do not apply to the pending Agreements, already paid fees and fees for the ongoing Subscription Periods.

## **§ 7. Personal Data**

1. The personal data provided by Users is processed by the Service Provider, as the administrator of the data, within the rules and safety measures required by the law in force in the territory of the Republic of Poland. Processing is carried out in order to and to the extent necessary to provide the Services selected by the User.
2. Giving by the User data required in the registration form is voluntary, but it is necessary to use the Services.
3. Each User has the right to inspect their data and the right to correct them, supplement and to request removal.

## **§ 8. Acceptable Use of Services**

1. Any person using the Services is committed to:
  - 1) use the Services in a manner consistent with the Terms;
  - 2) use the Services and features of the Service in a manner consistent with their purpose, in particular, without causing undue difficulties in the use of Services by other Users or Visitors (e.g. by spamming).
2. A User (and/ or the Visitor respectively) must not:
  - 1) share the Password or let anyone else access the User Account, or do anything that might jeopardize the security of the Account
  - 2) submit to the Site (including the Game), publish and/or distribute any content (including Comments) which is illegal, contrary to rules of social conduct or to accepted principles of morality, pornographic, vulgar, abusive, racist or xenophobic, violating any law or personal rights of third parties or the Service Provider; making available, upload or distribute by any means any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software dangerous for the Service Provider, other User or Visitor;
  - 3) post on the Site any content of advertising, promotional or commercial nature;
  - 4) break the security of the Site or do any other hacker activity.
3. Failure to comply with the guidelines set forth above may result in:
  - 1) deletion of illegal or unacceptable content posted on the Site by the User or Visitor regardless of its form, or
  - 2) suspension of User Account for the period necessary to address the matter, but not longer than 7 days.
4. The Service Provider will notify the User via e-mail (and accordingly the Visitor if she or he provided e-mail address) about deletion of posted content, pursuant to clause 3 point 1 of this paragraph, and about reasons of said deletion.

5. The Service Provider will notify the User via e-mail about suspension of User Account and about reasons of said suspension and eventually will call the User to remedy the infringement.
6. The Service Provider is committed to immediately prevent access to data posted on the Site by the User or Visitor, upon receipt of official notification or reliable information about an unlawful character of said data or activity related to them.
7. In case of exercising by the Service Provider the abovementioned rights to delete content or to suspend an Account, the User or the Visitor have the right to make a complaint in accordance the Terms.

## **§ 9. Technical Requirements**

1. For the proper operation of the Services the following minimum technical requirements shall be fulfilled:
  - 1) connection to the Internet;
  - 2) the use of devices that have access to the Internet;
  - 3) the use of one of the following browsers: Internet Explorer 11 or above, Firefox v. 37 or above, Chrome v. 41 or above, Opera v. 12 or above;
  - 4) your browser must have JavaScript enabled and must accept 'cookies';
  - 5) in the case of Users - having an active e-mail account.
2. The Game is not accessible in the offline mode. To use the features of the Game you need a continuous Internet connection.

## **§ 11. Liability**

1. The Service Provider will use all reasonable efforts to make the Services available at the best quality, however the Service Provider is not responsible for circumstances beyond its control. Such circumstances do not include acts and omissions of persons with whose help Service Provider provides Services.
2. The Service Provider shall not be responsible for the consequences arising from:
  - 1) use of the Services by any third persons using login and Password collected from the User;
  - 2) giving incorrect or false data by the User;
  - 3) use of the Site or Services in a manner that is contrary to these Terms;
  - 4) decisions (including business decisions) undertaken on the basis of content published on the Site.
3. The Service Provider has no control over and is not responsible for the content of external websites or other resources linked in or posted by Users or Visitors on the Site.
4. The Service Provider is not responsible for comments, data and content posted on the Site by Users or Visitors, unless the Service Provider has been informed of unlawful nature of such materials and did not prevent access to them.

## **§ 12. Exclusive Rights**

1. The Site (including layout of individual pages and subpages, logos and other graphic elements, texts and source code), the Game (including source code, texts, layout and graphics) and Materials are subject to copyrights and other exclusive rights of the Service Provider.
2. Some of the content shown on the Site may be the subject of rights reserved for the third parties.
3. By using the Site, Users and Visitors, undertake, that without the prior express consent of the Service Provider they will not distribute goods referred to in clause 1 of this paragraph, and will

not change, copy, or place them on the market (e.g. by selling or over computer networks or any other information and communication systems) whether in whole or in parts.

4. By entering, providing or sending materials, information or data to the Site, the User and/or Visitor, agrees to make them available on the Site, and at the same time represent and warrant that they are the owner or otherwise have the right to provide these materials, information or data for use on the Site.

### **§ 13. Complaints**

1. If you have any problems or comments in respect to the Services, or wish to advise the Service Provider on any errors in the functioning of the Site (the "claims"), please contact us electronically in Polish or English, by e-mail: [info@netious.com](mailto:info@netious.com) or in writing to the address of the Service Provider: Netious.com Mateusz Chołaściński, ul. Gen. Józefa Wybickiego 47/1, 81-842 Sopot, Poland.
2. In the complaint please include the following information:
  - 1) your contact information, so that the Service Provider will be able to respond to the complaint (eg. name and address or name and nickname used in the Game and e-mail address),
  - 2) a description of the problem, or subject of the complaint,
  - 3) if possible, the expected way of settling the matter.
3. The Service Provider grants a response to the complaint - to the address indicated in the complaint - immediately, but no later than within 14 days of its receipt.
4. In the case where the settlement of complaint is not satisfactory to the Consumer, they have the ability to take advantage of the extra-judicial means of dealing with complaints and redress (alternative dispute resolution). To learn about the procedures and available means of alternative dispute resolution, please contact your local consumer agency. For information in Poland you can check the websites of municipal and district consumer ombudsmen and non-governmental consumer organizations or the Office of Competition and Consumer Protection in Poland: <http://uokik.gov.pl>.

### **§ 14. Final Provisions**

1. These Terms and Conditions are effective as of December 18, 2017.
2. To all matters not settled herein provisions of law applicable in the Republic of Poland shall apply. These Terms will not limit any consumer protection rights that the Consumer may be entitled to under the mandatory laws of the European Union.
3. The Service Provider reserves the right to modify the Terms and Conditions for an important reason. In the event of any such change, the Service Provider will post a notice on the Site and will notify Users via e-mail, at least 14 days before changes are made binding. The User who considers that the proposed changes affect their rights acquired pursuant to the Agreement, shall notify the Service Provider - via e-mail (or in writing) - of the lack of consent to change within the period specified in the preceding sentence. In respect of such User, Services will be provided on the previous version of the Terms. If the above is not possible for reasons arising from the essence of change (e.g. change of law), the Service Provider will provide User the possibility of early termination of the Agreement. Such an early termination will come into effect from the date of entry into force of the revised Terms and Conditions and will be combined with the return of the unused portion of the Subscription Fee (if it was paid). Lack of response to the abovementioned notification of changes will constitute the User's acceptance of the Terms and Conditions as modified.
4. The important reasons, as referred to in the preceding clause shall be understood as: changes in legislation, court or public authorities decisions affecting the Services and/or the Terms, the introduction of new types of Services or more convenient rules of providing Services, the changes resulting from technological conditions (in particular from technological development), the introduction of more convenient methods of concluding, performing and termination of



agreements, changes or legal transformations of the Service Provider, including changes of fields of business activity of the Service Provider.

5. The current version of the Terms and Conditions is published at [www.netious.com](http://www.netious.com), in the "Terms and Conditions" section with the information about its last updates.