

§ 1. GENERAL TERMS

1. The Terms and Conditions determine terms, conditions and functioning of the Platform and provision of Services by means of the Platform.
2. In order for the Services to be provided and to make use of the Platform it is required that You (User) have over 13 years old and acknowledge (read) and accept provisions of the Terms and Conditions.
3. The Terms and Condition have become effective as of 30.05.2023.
4. The Services are provided by the Service Provider in accordance with CET (Central European Time).
5. For the following words and phrases used in the Terms of Service the following meaning shall be adopted:
 - (a) **Account** – an account within the Platform and a collection of resources and authorisations available after logging into the Platform;
 - (b) **Agreement** – an agreement on provision of Services within the Platform, entered into by a User and Service Provider and in compliance with the Terms and Condition;
 - (c) **Consumer** – a natural person who has entered into an Agreement with no relation to his/her business nor professional activity;
 - (d) **cookies** - small textual information sent by the www server and saved on the side of a User;
 - (e) **data controller** – an entity who decides on means and purpose of personal data processing;
 - (f) **Username** – an Account ID;
 - (g) **Password** - a unique set of signs (numbers or special signs) used to authorize access to and log into an Account;
 - (h) **personal data** – information allowing for identification of a natural person;
 - (i) **Platform** – a system of websites which belong to Service Provider and are available at the following URL address: diablo4map.com;
 - (j) **Registration** – an act performed by a User which is a prerequisite for entering into an Agreement on provision of Services within the Platform;
 - (k) **Service Provider** - Michał Majka Neurogrine, ul. Armii Krajowej 7/14, 30-150 Kraków, Tax Payer's Number (NIP) 6772308416, statistical number (REGON) 369467404;
 - (l) **Services** – services available by means of the Platform;
 - (m) **services provided by means of electronic communication/services provided by electronic means** – provision of a service without Your and Our simultaneous presence (at a distance), by data transfer, at Your individual request, being sent or received by means of electronic processing device, including digital compression or data storage, which is entirely conferred, received or/and transmitted through telecommunications network;
 - (n) **telecommunications networks** – a combination of interrelated and cooperating IT devices and software which enable the following activities: data processing and storage as well as data sending and

reception, via telecommunications networks, by means of a terminal device appropriate for a specific telecommunications network;

- (o) **Terms and Conditions** – these Terms and Conditions which determine the terms, conditions, and functioning of the Platform and provision of Services by means of the Platform;
- (p) **third party** - any natural or legal person or entity not being a legal person but having legal capacity according to the Polish law, except for a User and Service Provider;
- (q) **User** – a person who has entered into an Agreement with Service Provider;
- (r) **working day** - any day between Monday and Friday, from 9 am to 5 pm, CET, with the exclusion of the statutory days off in the Republic of Poland.

§ 2.

TECHNICAL REQUIREMENTS

1. In order for the Platform and Services to function properly it is required that Users make use of a device with online website and connected to Internet.
2. Technical assistance is provided:
 - (a) via e-mail: diablo@lexogrine.com;
 - (b) only if User has any problem with Platform or Services;
 - (c) as soon as possible.

§ 3.

SCOPE AND TYPES OF SERVICES

1. Within the Platform the Service Provider shall offer free of charge services.
2. The scope of free of charge Services:
 - (a) Registration;
 - (b) Adding private or public markers;
 - (c) Voting for markers (upvote / downvote);
 - (d) Suggesting changes;
 - (e) Marker reporting;
 - (f) Marking a marker as a location already visited in the game;
 - (g) Ability to promote a clan / guild by the User;
 - (h) Users can create their own character builds;
 - (i) Reporting Violations.
3. Some of the Services are available only to registered Users.

Registration

4. Registration is possible by entering Username, e-mail and Password or using one of the Internet accounts (Steam / Facebook / Google / Battlenet).
5. Registration within the Platform shall be voluntary.

Adding markers

7. Each User may add, edit or delete his server at the Platform at any time.
8. By placing a marker, the User may not infringe the rights of third parties, in particular copyrights. It is forbidden to copy / reproduce other people's descriptions as your own.
9. By adding a description of a given location, the User declares that he is its creator within the meaning of copyright law and grants a non-exclusive license to the Service Provider on the terms specified in §10 section 4 of the Terms and Conditions.
10. If the User's description is reported as added in violation of the law, the Service Provider will contact the User in order to edit the material in the dispute or will edit the added material or remove the description added by the User. Reporting of violations takes place in accordance with the procedure specified in §11 section 5 of the Terms and Conditions.

Blocking or deleting an Account

20. The Account will be blocked if the User violates the Terms and Conditions or the law. In this case, the account is blocked due to the User's fault and will be explained. The Account may be blocked for the entire duration of the Agreement. The account may be unblocked at the discretion of the Service Provider. The User has the right to lodge a complaint. Blocking an Account is not tantamount to termination of the Agreement.
21. Removal of the Account is possible at any time by the User. In this case, the Account is automatically deleted along with all content.
22. A User wishing to delete an Account should log in to the Platform and choose the option to delete the Account.
23. The Service Provider may delete the User's Account at any time, in particular, if he breaches the provisions of the Terms and Conditions or the law.

§ 4.

AGREEMENT CONCLUSION

1. The Agreement shall be entered into between Service Provider and a User on the basis of a standard contractual agreement – the Terms and Conditions effective as on the date of conclusion of the Agreement.
2. The Agreement is concluded upon Registration. In the case of Registration using an online account, the conclusion of the Agreement takes place immediately after logging in.

§ 5.

DURATION AND TERMINATION OF THE AGREEMENT

1. The Agreement shall be entered into for an unlimited period.
2. The Agreement may be terminated by either of the Parties at any time. In order to do that a User shall remove his/her Account, whereas Service Provider

shall send an email and remove a User's Account.

§ 6.

USER'S RIGHTS AND OBLIGATIONS

1. Each and every User shall be obliged to:
 - a) provide Service Provider with true (compliant with factual and legal state) data, including personal data, and update the data promptly after its modification by introducing proper changes within the Account;
 - b) provide Service Provider with the data, including the personal data, that he/she is entirely entitled to make use of;
 - c) make use of the Platform and Services available within the Platform in compliance with binding and applicable law, provisions of the Terms of Service, purpose of provision of the Services and socially acceptable moral standards;
 - d) make use of the Account only in his/her favour;
 - e) refrain from making such use of the Platform and Services available within the Platform that would result in their malfunctioning, any disturbance or hindrance in their functioning;
 - f) refrain from any activity that is illegal or contrary to socially acceptable moral standards, or infringe economic or personal rights of other Users, any third party or justified interests of Service Provider, or other Users or any third party;
 - g) refrain from interfering with the Source Code;
 - h) refrain from accessing Accounts belonging to other Users (e.g. by breaking Passwords);
 - i) refrain from generating excessive or disproportionate load of the connections and other infrastructure, by means of which the Service and the Platform are available;
 - j) keep its Password confidential and refrain from making it available to other Users and any third party;
 - k) refrain from making his/her Account available to other Users or any third party.
2. It shall be forbidden to make use of the Service for the purposes of conducting terrorist, sabotage or other criminal activity, or any other law infringements, or torts.
3. It is forbidden to add descriptions of the type of spam, including posting in the content of advertising messages, hidden advertising, social announcements or other content of a nature inconsistent with the Terms and Conditions.
4. User's rights and obligations resulting from the Agreement shall not be transferred on any third party. A User shall not be entitled to transfer/re-sale/dispose of his/her Account onto a third party. Service Provider shall be solely entitled to create Accounts. Each Account shall be created for one User only and with limitation to one unique set of personal data.
5. It is forbidden for the User to use the automated programs while using the Service.
6. The User is obliged to comply with the Terms and Conditions.

§ 7.

SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

1. Service Provider shall not interfere with any Account or data gathered within an Account unless:
 - (a) he acts upon User's request for technical assistance;
 - (b) there is a suspicion of a breach of the Terms of Service or binding law;
 - (c) there will be a technical problem or acting to the detriment of the Service Provider and Users and the restoration of a lawful state that does not lead to a breach is required.
2. Service Provider shall be entitled to ask Users about their general opinion and level of satisfaction in relation to use of the Platform or Services provided within the Platform, including technical assistance. Opinions may be collected in a form of short questions or brief surveys available after logging into an Account;
3. Service Provider shall be entitled to examine the manner of use of the Platform or Services provided within the Platform, in particular by collecting anonymous data, including IP addresses and information on duration of a session, – cookies – allowing for their functional and technical (e.g. resolution of a screen, type of a search engine used, the number of clicks on particular tabs on the Website) improvement.
4. At his own discretion, Service Provider shall be entitled to enhance parameters and functionalities of the Services. The modifications shall not result in poorer quality of the Services provided to a User.
5. Service Provider shall reserve to himself the right to make the Platform and/or the Services unavailable, entirely or partly, due to technical reasons, including a need for maintenance works or modifications to be introduced. Service Provider shall exercise the utmost care so that an instance of unavailability is the least onerous for the User.
6. Service Provider shall exercise the utmost care so that the Services are provided duly, on regular basis and without any disruptions.
7. The Service Provider has the right to suspend the performance of Services if the User's action caused damage to the Service Provider or another User or a third party or if he received credible information about the possibility of a criminal offense by the User or official notification in this matter. In such a case, the Service Provider has the right to suspend the operation of the User's Account until the matter is clarified.
8. The Service Provider may take other actions and actions than those mentioned above in accordance with the terms and conditions set out in the Terms and Condition.

§ 8.

PERSONAL DATA PROTECTION

1. Service Provider shall be a data controller for the data placed within the Platform by the User. Every data subject has the right to access data, rectify, delete or limit processing, the right to object, the right to submit a complaint to the supervisory authority. All inquiries about the method of data processing

should be sent to the e-mail address: diablo@lexogrine.com .

2. Users' personal data shall be processed:
 - (a) directly from the data subject;
 - (b) in accordance with the law of personal data protection;
 - (c) implemented Privacy Policy and internal documents on processing security;
 - (d) within the scope and purposes necessary to conclude, determine the content, modify the content, dissolve or realise properly the Agreement or proper provision of the Services;
 - (e) within the scope and purposes necessary to fulfill legally justified purposes realised by the Data Controller, on condition that the data processing shall not violate rights or freedoms of the person whose data is processed (handling inquiries, complaints etc.).
3. Detailed information on the purposes and legal basis of data processing are given in the Privacy Policy constituting Attachment Number 2 to the Terms and Condition.
4. Removal of the Account causes that the data will be archived for the period of time provided for the purpose of establishing, investigating or defending legal claims.
5. The Service Provider reserves the right to share personal data of the User and other his data with entities authorized under the applicable law (eg law enforcement authorities).
6. The Service Provider may entrust for processing personal data stored in the telecommunications networks of the processor having its registered office in the European Economic Area and fulfilling the requirements provided for by the law in force in the European Union.
7. Data that are not personal data but contain data about the manner of use are processed by the Service Provider without time and territorial restrictions and may be made available to third parties cooperating with the Service Provider.
8. Service Provider does not share personal data with other entities than authorized on the basis of applicable law.
9. User receives notifications regarding the Platform on the terms set out in the Privacy Policy constituting Attachment Number 1 to the Terms and Conditions.

§ 9. COMPLAINTS

1. In order to make a complaint, a User shall contact the technical assistance.
2. Complaints shall be made as soon as possible after the occurrence of damage (e.g. Service malfunctioning). The complaint shall state Login and describe in details all instances of malfunctioning (including statement on time and place of the occurrence).
3. The complaints shall be settled at Service Provider's earliest convenience; however, this shall take no longer than 14 days. The User shall be informed on the status of his/her complaint by electronic means.
4. The day of the complaint filing shall be deemed the day when the Service Provider receives the complaint.

§ 10.
INTELLECTUAL PROPERTY

1. Each and every piece of software and content within the Platform, including arrangement, layout, data bases, logos, graphics, photos, audio or video files, belong to Service Provider or a third party (if it is explicitly stated so) and are protected by binding law.
2. None of the hereinabove listed elements shall be used without the Service Provider's prior written consent. In particular, the elements shall not be used in relation to goods or services of third parties in the manner that may result in confusion on the side of Users or third parties or any detriment of Service Provider.
3. Indications of intellectual property rights to elements of the Platform, trademarks, or information on copyrights must not be removed, covered, made unreadable or modified by any User or any third party.
4. By adding each time data via the Application, the User grants to the Service Provider a non-exclusive license for the material, for the term of the Agreement and 6 years after removal of the Account, in the following fields of exploitation necessary for the provision of the Services:
 - (a) uploading the content to the memory of an electronic device (e.g. computer), including telecommunications networks servers,
 - (b) registration and/or copying, permanently or temporarily, by any available technique, entirely or partly, in unlimited number of copies, in particular by means of every known typographic, digital, magnetic, printing, visual, computer method, in any system, form, size and any device or carrier, also as a part of carriers exchange, including printing out, telecommunications networks and digital format,
 - (c) making available to the public and/or privately as a part of provision of services by means of electronic communications, free of charge, regardless of territorial, temporal or linguistic limitations,
 - (d) dissemination to the public or privately by any transmission media or devices, cable and non-cable transmission which serves to transmit signs, signals, sound and/or vision, permanently or temporarily, in any technological manner, free of charge, at a place and time of choice of the Users or any third party,
 - (e) placing it on the Internet so that other Users and/or any third party may see it or sending it upon a request.

§ 11.
LIABILITY

1. Each User shall be liable for the accuracy of the data, including the personal data, she/he provides Service Provider with and own action or omission in the Service.
2. Service Provider shall not be liable for:

- (a) incorrect entry of a User's data,
 - (b) lack of access to the Internet on the side of a User or its limitations;
 - (c) limitations or malfunctioning of software or devices belonging to a User and which foreclose making use of the Service;
 - (d) damages incurred and loss of profit on the side of a User or any third party resulting from Password disclosure to third parties by a User;
 - (e) damages incurred and loss of profit on the side of a User or any third party resulting from a User's actions or non-actions, in particular due to use of the Application by a User in breach of the Terms and Condition or binding law, also the use resulting in his/her Account being disabled or preserve the resources forfeit in compliance with binding law,
 - (f) damages incurred and loss of profit on the side of a User or any third party resulting from the actions or non-actions of any third party, not being a party of the Agreement, which could not be influenced by Service Provider,
 - (g) damages incurred and loss of profit on the side of a User or any third party which is not resulting from Service Provider's intentional actions;
 - (h) links to the websites belonging to the third parties. The websites belong to and are managed by their respective administrators or service providers. Service Provider shall not be liable for their accessibility or quality.
3. A User makes use of the Platform and the Services provided within the Platform at her/his own risk and responsibility.
 4. Service Provider shall exercise no control over the manner the User manages her/his Account.
 5. The Service Provider in the event of receiving an official notification or obtaining a reliable message about the unlawful nature of data, including personal data added by the User, will contact the User to clarify the matter and according to the type of violation or reaction of the User:
 - (a) edit / delete material indicated as a violation - no User's reaction or obvious violation;
 - (b) block access to the Account - the User will not be able to login, servers added by the User and the content will not be visible on the Website - more than 3 recognized violations during the year or the User's lack of contact. The time of blockade is set by the Service Provider in proportion to the number of violations;
 - (c) delete the Account - the User will not be able to log in and lose access to the added materials - Account considered to be spam / run by the bot or adding servers or materials violating the law through the Account despite the use of editing and account lock.
 6. Should on the side of a third party occur circumstances which make it impossible for Service Provider to continue proper provision of the Services, Service Provider shall not bear any liability.

§ 12.
FINAL PROVISIONS

1. Service Provider shall make the content of the Terms and Conditions available to Users before Registration and send the Terms and Conditions on a durable medium.
2. The Terms and Conditions might be made available in any other manner, upon as User's or third party's individual request should there be a problem with its displaying or reading. If so, Users or third parties are kindly asked to contact the technical assistance.
3. Service Provider shall be entitled to introduce modifications to the Terms and Conditions.
4. Each User shall be informed through an email message sent to the email address ascribed to their Accounts (Username) on each substantial modification of the Terms and Conditions at least 14 days prior to the date when the modifications will have become effective.
5. In the case referred to above, the User has the right to terminate the Agreement until the planned entry into force of the new modification becomes binding. If a User fails to notice Service Provider on termination or to terminate the Agreement within the period specified hereinabove, it shall be deemed that the User agrees on provision of the Services in accordance with the Terms and Conditions as modified.
6. Modification of the scope or type of the Services which is not contrary to the currently binding Agreement shall not be deemed a substantial modification of the Terms and Conditions. This shall apply to modifications of descriptions and information on functioning of the Services.
7. If a third party notices a legal violation, it is obliged to contact the technical support department and send a reliable message about the unlawful nature of the data provided, including personal data by the User. In such a case, the Service Provider will contact the User in order to clarify the case, and in justified cases will block access to data indicated by a third party, including personal data or act in the manner described in § 11 section 5 of Terms and Conditions. The provisions regarding blockades referred to in the Terms and Conditions shall apply accordingly.
8. In case of any subject matters not being covered by the Terms and Conditions, the applicable law shall be the Polish law (the applicable provisions) and/or if the case involves Consumers - the provisions applicable to Consumers shall be in force.
9. Each and every dispute shall be settled in an amicable manner, in particular Service Provider declares his willingness to participate in ADR (Alternative Dispute Resolution). Consumers who would like to use extrajudicial dispute resolution can use the platform <http://ec.europa.eu/consumers/odr/> to resolve disputes regarding the contract concluded electronically.
10. Each and every dispute between Service Provider and the User who is not a Consumer shall be settled amicably in the first place and only in case of failure by the court having jurisdiction in the place of the Service Provider's registered premises.
11. The attachment shall constitute an integral part of the Terms of Service. Modifications of the Privacy Policy shall be *mutatis mutandis* governed by the hereinabove provisions on modifications of the Terms and Conditions.

