

GENERAL TERMS AND CONDITIONS OF BUSINESS FOR USE OF SCRATCH WARS GAMING APPLICATION AND WWW.SCRATCHWARS.COM WEBSITE (hereinafter the "TaC" or the "Contract")

of **Notre Game s.r.o.**, registered office: Pernerova 293/11, 186 00 Prague 8 - Karlín, Czech Republic, registered number: 04489039, registered with the Municipal Court in Prague, section C, entry 248355, for the provision of the Scratch Wars gaming application available at www.scratchwars.com (hereinafter the "Operator" or "we").

These TaC are, in the case of mobile applications, made available upon download and installation and are also available at the www.scratchwars.com website, where you can examine them or print them out at any time.

1. TERMS AND DEFINITIONS

Unless these TaC state or the context indicates otherwise, capitalized terms in these TaC are used in the singular and plural with the following meanings:

AppStore	a platform that serves primarily to broker the purchase or other access to gaming and other applications (including this Application), operated for EEA countries by Apple Distribution International Ltd., Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland;
Scratch Wars Application	also referred to as the Application, is a software service that enables the playing of Scratch wars games, scanning of cards and administration of one's own card collection, available for download from various suppliers (e.g. the AppStore or Google Play);
Facebook	an online social network and platform operated by Facebook Ireland Ltd., Grand Canal Square, Grand Canal Harbour, Dublin 2 Ireland;
Game Center	an online multiplayer social gaming network and platform that serves primarily for the purchase or other access to games and for communication among players, as well as records of gaming results, operated by Apple Distribution International Ltd., registered office: Hollyhill Industrial Estate, Hollyhill, Cork, Ireland (valid for users in the EEA);
Google play	an online multiplayer social gaming network and platform that serves primarily to broker the purchase or other access to games and for communication among players, as well as records of gaming results from the provider Google Ireland Limited, registered office: Gordon House, Barrow Street, Dublin 4, Ireland;
License	is a right of a User to use the Application under the terms and conditions stipulated in these TaC, as we are entitled to all asset copyrights and other intellectual property rights related to the Application,

	the License also applies to updates or other alterations to the Application that will be performed by us;
Personal Data	any information based on which you or another User can be directly or indirectly identified;
Game Rules	are game rules, ethical rules and the gaming manual that relate to these TaC and are available through the Application and also at the www.scratchwars.com website;
Scratch Wars Service	also referred to as the Service, consists of the provision of services and performance as a part of the Scratch Wars game, including the displaying of a profile page, a system for uploading codes from physical cards, the displaying of content to the User, such as text, photos, graphics or moving images, the availability of systems for sending messages as a part of the game;
Marketplace	is a virtual place in the Application for making purchases in the Application;
User	a registered user of the internet Application that is the recipient of Services provided as a part of the Application (hereinafter referred to as "you");
User Account	an account in the Application opened under these TaC solely for the purpose of using the Application, clearly defining the authorized User and his gaming environment and that is protected by a password chosen by the User;
Charged Services	services available in the Marketplace as purchases in the Application, the option of purchasing the virtual gaming currency gold coins on the gold market, the option of purchasing physical cards or digital cards, the spell and magic purchasing service and also the hero and weapon hire service.

(the Operator and the User are hereinafter referred to jointly as the "Contracting Parties" and individually as a "Contracting Party")

2. CONCLUSION OF CONTRACT AND LICENSE

- 2.1. A contract on the free use of the Application is concluded with the text of these TaC upon the successful completion of the process of opening a User Account.
- 2.2. You accept these TaC as a User before the completion of registration when opening a User Account by ticking the field "I have read and agree to the conditions of use of the website and application".
- 2.3. If you use the game through the Application on a mobile or similar device, then you accept these TaC by downloading the Application into your terminal device and by

ticking the field "I have read and agree to the conditions of use of the website and application".

- 2.4. The Application and all software related thereto is our intellectual property and we exercise all related rights.
- 2.5. When you accept these TaC, we also conclude a free, non-exclusive, non-transferable License to your User Account related to the Application. You have no entitlement to the License or to the use of the Services. We can terminate the License at any time without giving a reason and the provision of Services can be terminated at any time without giving a reason. The License is terminated upon the deletion of your User Account.
- 2.6. You do not have the right to receive the Application's source code, analyze it, change it or otherwise interfere with it. As a User you cannot disclose the Application's source code to any third party. A User is not entitled to include the Application in any other software without the Provider's written consent.
- 2.7. The Application can be downloaded for free as a mobile application through the AppStore or Google Play Store. As a User, you can use the game through mobile applications in such a manner that you download the Application from one of the stores into your terminal device. Such stores are not responsible for arranging maintenance and support for the Application.
- 2.8. If, of your own free will, you provide us with the design of a character, weapon or similar design, you are regarded as having granted us authorization to use your designs (you grant us a license), for an unlimited period, globally, in any way and without an entitlement to remuneration.

3. USER ACCOUNT

- 3.1. Registration and opening of a User Account is a necessary condition to enter the Application and use the Services.
- 3.2. A User Account is not transferable to another person without our express prior consent.
- 3.3. You can only open one unique account. There is a prohibition against opening multiple accounts.
- 3.4. Bear in mind that if you are under 16 years old or are regarded in your country as unable to grant consent to the processing of your personal data, then it is necessary for you to have the consent of your statutory representative (most frequently it will be your parents) to open a User Account.
- 3.5. Bear in mind that the use of the Application and the use of the Scratch Wars Services is not suitable for children under 10.
- 3.6. A User Account can be opened by completing the registration form at our website www.scratchwars.com (user name, e-mail address, country and password of your choosing) or by completing the form in the Application downloaded to your terminal device, or you can connect through your profile in Game Center, Google play or Facebook. In such case, protection of personal data, as well as the payment terms and conditions of such platforms, applies to you.
- 3.7. The registration form also contains a User's confirmation that he has read and agrees to these TaC, as well as the Personal Data Processing Principles.
- 3.8. User registration commences at the moment a registration form is sent. You then receive a confirmation of registration at the input e-mail address and by clicking on

"Confirm e-mail address" a User Account is opened for you and registration can be regarded as having been successfully completed.

- 3.9. You can register using your Facebook profile or your user profile in Game Center. In such case your User Account is opened at the moment of completion of registration, by pressing on the "complete registration" button or a button with a similar name.
- 3.10. You are not entitled to the allocation of a specific user name. We are entitled to change or delete a user name that you choose for technical, moral or legal reasons, without requiring your consent for this.
- 3.11. In the event of any abuse or even an attempt to abuse your login details for the User Account, you are obligated to promptly notify us of this and you are also obligated to promptly choose new login details for the User Account. In addition to this, in such situation we are entitled to temporarily block your access to your User Account. You will be able to use your User Account again at the moment that we are able to rule out a suspicion of abuse of login details by you or a third party.
- 3.12. In a situation where we suspect that your login details have fallen into the hands of a third party, we can, but we do not have to change your login details without prior notification or block your User Account. We will promptly inform you of this and, at your request, send you new login details within a reasonable period. Any claims you may make as a consequence of temporary blocking of the User Account or a change to login details are excluded.
- 3.13. As a User you confirm that you will not use the Application in a manner that is in conflict with the TaC, in particular with the License granted or other rules determined by contracts between you and the stores.

4. MARKETPLACE - PURCHASES IN APPLICATION

- 4.1. The price is set in a clear and transparent manner for each Charged Service in the Application that you usually find in the Marketplace. The prices are valid as they are displayed in the Application. We have the right to unilaterally amend them.
- 4.2. You can buy the virtual gaming currency in the form of gold coins in the Marketplace in the "gold market" part. In such case we do not have access to your payment card details. Transactions are handled by the individual stores (Google play, AppStore) and governed by their current terms and conditions of business. A contract on provision of "Gold Market" Charged Service in the Marketplace is concluded when you confirm a purchase in one of the stores (Google play, AppStore), they are typically designated as a "purchase in application".
- 4.3. The price for use of Charged Services in the Marketplace (in particular the price for the virtual gaming currency gold coins) is always paid in advance and you do not have the right to select a payment system other than that offered as a part of the stores (Google play, AppStore).
- 4.4. In the case of the use of the "Gold Market" Charged Service this is a contract after the conclusion of which you will immediately be granted access to digital content (the appropriate volume of the virtual gaming currency gold coins).
- 4.5. You have rights under defective performance if this service is provided to you defectively. You are entitled to make claims due to defective performance concerning the "Gold Market" Charged Service to the relevant store, Google play or the AppStore, and proceed in accordance with their rules for the refunding of a payment.

[Principles for withdrawing from contract and refunding of Google Play payments.](#)

Principles for refunding payments in the AppStore.

- 4.6. At the Marketplace you can use the virtual gaming currency gold coins to buy physical playing cards, digital playing cards, combinations of them or sets. You complete the relevant order form, including your name, surname, delivery address and e-mail address, you send orders by clicking on the relevant button. We confirm an order and will send you the goods ordered or otherwise made available (digital playing cards will be made available immediately after they are purchased). If you order digital playing cards you will usually be advised that after they are made available you lose the right to withdraw from the contract within 14 days (the digital content was made available to you by us).
- 4.7. After the completion of an order at the Marketplace, your gold coins account, on which the virtual gaming currency is recorded, is reduced.
- 4.8. The various Charged Services at the Marketplace can change and the amount of gold coins needed to obtain them can also change.
- 4.9. As a User of the Application you are not obligated to draw Marketplace Charged Services at all or repeatedly.
- 4.10. Gold coins are a virtual (simulated) currency and are not real money. The re-transfer of the gold coins on your User Account into real money is not possible. The conditions for any return of money are governed by the relevant general terms and conditions of business of Google play and the AppStore.

5. TECHNICAL TERMS AND CONDITIONS

- 5.1. The online Scratch Wars game can be played only through software installed on your computer or on another terminal device with an internet connection (the Application). The costs of connection to the internet and other software for the provision of the Services and, obviously, the costs of the appropriate hardware will be borne by you.
- 5.2. As a User you are not entitled to use software, programs or systems that could interfere with the Application. The use of special software, in particular designated for the systematic or automatic management of the game, is not permitted.
- 5.3. There is a prohibition against using errors in the programming of the Application and the game that could offer an advantage for other users. If you discover an error in the programming, you are obligated to promptly inform us and, if you obtained an advantage from the error, you have to return it to us. The intentional use of errors in the programming by you can be a reason for the deletion of your User Account and the termination of the License.
- 5.4. We are not liable for any claims that other users or third parties make against us because their rights were damaged by your behaviour or by content or data that you published. We are entitled to ask you for the costs that we would incur in connection with our defense. All our other rights and claims for compensation for damage remain unaffected hereby.

6. USER'S RIGHTS AND DUTIES

- 6.1. You declare and warrant that:
 - 6.1.1.all the details that you provide about yourself during the registration of your User Account are truthful, complete, accurate and correct;

- 6.1.2. you will not use the Application and website in conflict with valid legal regulations of the EU or the country in which you download the game and/or register;
- 6.1.3. you will use the Application and website only for the purpose for which they are designated;
- 6.1.4. you will not use the Application or website for commercial purposes unless we agree on this with you;
- 6.1.5. respect the Game Rules and the manuals available in the Application and also at our www.scratchwars.com website;
- 6.1.6. you will not perform any act that could interfere with or damage the Application or endanger or make impossible the provision of the Service;
- 6.1.7. you will not disclose the login details and password necessary for a User to access the Application to any third party and, if it is ascertained that your login details have been abused by any third party, you will promptly notify this fact to the Provider;
- 6.1.8. you will choose a secure password for your User Account;
- 6.1.9. you will choose a user name that does not damage third party rights and is not in conflict with accepted practices (racist or discriminatory);
- 6.1.10. you will not use, set up or publish discriminatory content (based on race, ethnic origin, religion, handicap, sex, age or sexual orientation), political content, content conflicting with accepted practices, or content that is pornographic, supports violence or breaches laws;
- 6.1.11. you will not publish or disseminate protected content of the website or Application, in particular intellectual property rights and copyrights, not promote, not offer and not sell goods or services related to the Application, unless you agree on it with us;
- 6.1.12. you will use the Application solely for your own needs, unless you agree otherwise with us;
- 6.1.13. use special software, in particular for the systemic or automatic management of games or their individual functions (bots, macros);
- 6.1.14. you will not use bugs or other errors in the program for your own benefit or disseminate such information among other users and, if you ascertain something of this nature, you are obligated to notify us, otherwise we are entitled to block your User Account and remove any benefit that you obtained using such procedure.

7. DEFECTS AND RESTRICTIONS ON LIABILITY FOR DEFECTS

- 7.1. We are entitled to restrict or suspend the operation of the Application or website for the necessary period to perform an update and such state cannot be regarded as a defect. In ongoing manner, we will inform you in advance of updates through the Application or through a notification at our website. The Provider is not liable for any damage caused by the suspension of the Application due to an update. The aim of such updates is to improve the Application and facilitate its operation.
- 7.2. Shortcomings that you discover in the Application should be promptly complained about. Before reporting a possible error, please read all the rules and questions on the rules, frequently asked questions at our website and any statements on social platforms.
- 7.3. We are liable for the unavailability of the Application or website only if it was intentional or due to gross negligence or because of a threat to life or health.

- 7.4. We are not liable for the incorrect use of the Application.
- 7.5. We cannot be liable for content that concerns the Application or our website created by third parties.
- 7.6. We do not accept any warranty for quality, you only have claims due to defectively provided services in the minimum regime of the applicable law.

8. AMENDMENTS TO CONTRACT

- 8.1. We have the right to amend these TaC and the Game Rules. We will make amendments only, in particular, due to our technical development, an expansion of our Services, amendments to the law, in response to court decisions or for other similar reasons. We will inform you of every amendment to the TaC and our further relationship will be conditional on consent to the new TaC by you. By accepting these TaC you consent that you will be informed of amendments to the TaC usually when logging in to the User Account by a message in the Application, exceptionally by e-mail sent to your current e-mail address. We will regard amendments as having been accepted by you if you do not make an objection to them within four weeks of their notification, in writing to the address of our registered office or by e-mail (it will be necessary to state your name here).
- 8.2. If, as a User, you do not reject the amended TaC or Game Rules within four weeks of the notification of amendments, then the amended TaC or Game Rules will be valid regarding you.
- 8.3. If, as a User, you reject amendments to the TaC or Game Rules within four weeks of notification, we are entitled to terminate the licensing agreement for the Application and, after such period, to delete your User Account. As a part of notifications about amendments to the TaC or the Game Rules, we will draw your attention to the possibility of your non-consent and termination, to the notice term and the legal consequences, in particular in the event of non-consent not expressed.
- 8.4. In the event of a conflict between the TaC and the Game Rules or the game manual, these TaC have priority.

9. DURATION AND TERMINATION OF CONTRACT

- 9.1. This Contract is concluded for an unfixed term.
- 9.2. We reserve the right to terminate the provision of the Service and the operation of the Application and to delete the User Account in the event that you do not use the User Account for a period longer than two years.
- 9.3. We and you are entitled to unilaterally terminate this Contract without giving a reason. The Contract is regarded as having been terminated as of the last day of the month in which notice was delivered to the other Contracting Party.
- 9.4. We are entitled to withdraw from the Contract immediately, as soon as we ascertain a material breach. The following, in particular, are regarded as a material breach hereof:
 - 9.4.1. an action by you that is able to, in any way, endanger the Application or provision of Services;
 - 9.4.2. an action by you that is able, in any way, to endanger the good name of the Provider or the Services as such.

9.5. In the event you commit a material breach hereof, we are entitled to block your User Account.

9.6. In the event of full termination by you or us, or our notice of termination for a material breach of the Contract, you cannot request the return of amounts paid after notice comes into force. You have the option, until notice comes into force, of using and consuming the gaming currency gold coins in the Marketplace. Later, you will not have any claim against us for the return of money, in particular for unused gold coins in the Marketplace.

10. WITHDRAWAL FROM CONTRACT

10.1. You are entitled to withdraw from this Contract (or from a sub-contract for one of the Charged Services at the Marketplace) within 14 days of its conclusion (in particular this concerns the Charged Services purchase of spells and magic, as well as the hero and weapons hire service and the purchase of digital playing cards).

10.2. This does not apply if, before the conclusion of the contract, you expressly confirmed that, at the same time as the Application or one of the Services is made available, you will lose this right. Such confirmation will usually occur if you download the game through Google Play or the AppStore. In these stores, at the moment the Application is downloaded into your device, you express your consent and have it available immediately. So you waive your statutory right to withdraw from the contract. You will not be entitled to the return of a payment (or another alternative remedy), with the exception of cases where the digital content has defects, is unavailable or does not work as stated.

10.3. A right to withdraw from the contract is dealt with separately in accordance with the terms and conditions of the individual stores. You can use a form for withdrawal from the Contract from the store where you bought the Application.

[Google Play rules for withdrawal from contract.](#)

[Appstore rules for withdrawal from contract](#)

10.4. If you learn, in the Google Play or AppStore terms and conditions, that you are to contact us directly, you can do so at our e-mail address or at the postal address: Notre Game s.r.o., registered office: Pernerova 293/11, 186 00 Prague 8 - Karlín, Czech Republic, info@notre-game.com.

10.5. If you withdraw from a Contract where the subject of performance is delivery of physical cards purchased at the Marketplace, all payments that we received from you should be returned to you promptly, but within no more than fourteen days of the day the goods (physical cards) were delivered to us, including the costs of delivery (in the cheapest variant).

11. ONLINE RESOLUTION OF CONSUMER DISPUTES

11.1. Please use the e-mail address bug@notre-game.com to deal with gaming problems and other matters concerning the game.

11.2. The out-of-court resolution of consumer disputes under a purchase contract should be handled by the Czech Trading Inspection Authority, registered office: Štěpánská 567/15, 120 00 Prague 2, registered number: 000 20 869, website: <https://adr.coi.cz/cs>. The platform for resolving on-line disputes at the website <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between a seller and a buyer under a purchase contract.

- 11.3. The European Consumer Centre Czech Republic, registered office: Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, is the contact point in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

12. FORCE MAJEURE

- 12.1. Both we and you are not liable for a breach of duties in accordance herewith caused by force majeure, unless this Contract stipulates otherwise.
- 12.2. Force majeure is understood to mean any obstacle that occurs independently of our will or your will and prevents us or you from performing our/your duties, if it cannot reasonably be expected that we/you could have averted or overcome such obstacle or its consequences or have foreseen such obstacle at the time it arose. Liability is also not excluded by an obstacle that arose at the time we or you were late with the performance of a duty or that arose from our/your economic situation. Effects excluding liability are limited only to the time for which an obstacle applies and to which effects are linked.

13. PERSONAL DATA PROTECTION

- 13.1. When providing Services, Personal Data may be processed in the Application or at the website. The Provider hereby undertakes to process all Personal Data in accordance with valid legal regulations.
- 13.2. The Provider will set out in detail the rules for Personal Data protection in the Personal Data Processing Principles available at www.scratchwars.com.

14. CONCLUDING PROVISIONS

- 14.1. These TaC are governed by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended, excluding conflicting international law provisions.
- 14.2. In the event of disputes with you, the general courts of the Czech Republic have jurisdiction. In other disputes, sole court jurisdiction for the territory of Prague is agreed for all cases.
- 14.3. In the event that a provision hereof becomes invalid, this will not affect the validity of the whole Contract.
- 14.4. These TaC come into force and effect as of **24.3.2020**