

End-User License Agreement

End-User License Agreement (EULA)

§1 Licensing

1. This End-User Licence Agreement ('EULA') constitutes a legally binding agreement between the end user ('User') and **CUE BALL NETWORK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office in Warsaw (address: ul. Żurawia 6/12 / 745, 00-503 Warsaw, Poland), hereinafter referred to as 'Licensor' or 'Service Provider'. Use of the **Cue Ball Network** application (the 'Application') constitutes acceptance of all provisions of this EULA.
2. The Licensor grants the User a limited, non-exclusive, revocable, non-transferable licence to use the Application for its intended purpose, on Android and iOS compatible devices and via a web browser.
3. The licence does not include the rights to modify, reproduce, distribute or resell the Application.

§2 Intellectual property

1. The Application and all its elements (source code, graphics, content, databases) are the intellectual property of the Licensor and are protected by copyright and other laws relating to the protection of intellectual property.
2. The User shall not have any rights in the elements of the Application other than the rights under this EULA.

§3 Terms of use of the Application

1. The User undertakes to use the Application only in accordance with its intended use and the provisions of the EULA, the Privacy Policy, the GDPR Policy and the Terms and Conditions.
2. The User may not take any action that may compromise the stability or integrity of the Application, including attempts to decompile, reproduce the source code, modify or reverse engineer the Application.
3. Any unauthorised actions by the user may result in termination of this EULA, as well as legal consequences, including reporting the breach to the relevant law enforcement authorities.
4. The Licensor reserves the right to take appropriate legal action, including seeking damages for violations of this EULA, as well as to impose administrative sanctions in the event of a breach of the intellectual property protection provisions.
5. Any modification, distribution or reproduction of the Application is prohibited and may result in the Licensor taking appropriate legal action.

§4 Updates and changes to the Application

1. The Licensor may provide the User with updates and upgrades to the Application, which may include bug fixes, new features or changes to the interface.
2. The User accepts that updates may be necessary for the continued use of the Application and its optimal operation.
3. The Licensor reserves the right to terminate support for older versions of the Application.

§5 Limitation of liability

1. The Application is provided 'as is' and the Licensor does not guarantee that the Application will be free from defects, errors or interruptions in performance.
2. The Licensor shall not be responsible for the incompatibility of the Application with the User's devices or systems or for any problems arising from attempts to use the Application on devices that do not comply with the technical requirements.
3. The Licensor shall not be liable for any damages, including loss of data, device malfunctions or other damages resulting from the use of the Application, except as otherwise provided by law.
4. To the maximum extent permitted by applicable law, the Licensor's liability shall be limited to the amount paid by the User for the use of the Application.

§6 Processing of personal data

1. The processing of the User's personal data is carried out in accordance with the Privacy Policy and the GDPR Policy, which are an integral part of this EULA.
2. The User is obliged to read the personal data processing rules before using the Application.

§7 Duration and termination of the EULA

1. This EULA shall be effective from the time you start using the Application and shall remain in force until terminated by either party.
2. The Licensor reserves the right to terminate this EULA with immediate effect in the event that the User breaches the terms of the agreement or the law.
3. The User may terminate the EULA at any time by ceasing to use the Application and removing it from the device.

§8 Amendments to the EULA

1. The Licensor reserves the right to amend this EULA, particularly in the event of changes in legislation or updates to the Application.
2. The User will be informed of any changes by a message in the Application. The User's continued use of the Application following the implementation of the changes to the EULA Policy implies the User's acceptance of these changes.

§9 Final provisions

1. This EULA shall be governed by the laws of Poland and any disputes arising from the use of the Application shall be settled by the court having jurisdiction over the registered office of the Licensor.
2. If any provision of this EULA proves to be invalid or ineffective, the remaining provisions shall remain in force.