

## Terms of service

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#### §1 General provisions

1. This set of terms (hereinafter: 'Terms') sets out the rules for the use of the **Cue Ball Network** mobile and web application (hereinafter: 'Application') available through a web browser and mobile applications, managed by **CUE BALL NETWORK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office in Warsaw (address: ul. Żurawia 6/12 / 745, 00-503 Warsaw, Poland, NIP: **7011223753**, KRS: **0001128460**), hereinafter 'The Service Provider'.
2. The Terms constitute a regulation within the meaning of Article 8 of the Act on Provision of Electronic Services of 18 July 2002 (Journal of Laws of 2020, item 344, as amended), and the Service Provider provides electronic services in accordance with its provisions.
3. The User's commencement of use of the Application is tantamount to acceptance of these Terms and the conclusion of an agreement for the provision of electronic services for the use of the Application.
4. Contact with the Service Provider is possible at the postal address of the company's registered office or by e-mail [contact@cueball.network](mailto:contact@cueball.network).

#### §2 Definitions

1. **Application** – Cue Ball Network's web and mobile platform.
2. **User** – the natural person using the Application.
3. **Account** – an individual User account that allows full access to the functions of the Application.
4. **Terms** – this document governing the use of the Application.

#### §3 Terms of use of the Application

1. Use of the Application requires registration and login using a Google or Facebook account, through the OAuth authentication process. The user is fully responsible for securing his/her login data.
2. The User is obliged to comply with the provisions of the Terms and Conditions and to use the Application in accordance with the provisions of the applicable law, in particular in accordance with the Personal Data Protection Act of 10 May 2018 (Journal of Laws 2019, item 1781) and the GDPR (EU) Regulation 2016/679.
3. By creating content (i.e. exercises) or other works in the Application, the User grants the Service Provider a non-exclusive, royalty-free, irrevocable licence to use, copy, modify, publish and distribute them. The licence also includes the right of sub-licensing, which allows the User to present the materials published by him/her to other Users of the Application and to use them for promotional, marketing or educational activities related to the Application.

4. The User declares that he/she owns all rights to the published content and that the release of the content does not infringe on the rights of third parties, in particular copyright, neighbouring rights or personal rights. In the event of claims by third parties relating to content published by the User, the User undertakes to indemnify the Service Provider and to pay any costs that the Service Provider may incur in connection with such claims.
5. All content, materials, software, source code, graphics, user interfaces, logos, trade names, trade marks, and any other elements created by the Service Provider or its contractors and made available within the application are the property of the Service Provider. The use of these resources by the Application User does not transfer to the Application User any intellectual property rights related to these resources. Any copying, distribution, modification or commercial use without the consent of the Service Provider is prohibited.
6. The Service Provider declares that the Application is intended for Users of all ages; however, minors should only use the Application with the consent of their legal guardians.
7. The Service Provider reserves the right to change the terms of service, including the introduction of charges for the use of certain features of the Application, any change being announced in advance.

#### **§4 Setting up and deleting an Account**

1. The User sets up an Account through a registration process using OAuth. The User is fully responsible for actions taken using his/her Account.
2. The deletion of the Account by the User is tantamount to the termination of the contract for the provision of electronic services.
3. In the event of violation of the Terms by the User, the Service Provider reserves the right to block or delete the Account without prior notice, which is tantamount to termination of the contract.
4. If the account is blocked, the User should contact the Service Provider via the email address [contact@cueball.network](mailto:contact@cueball.network) to restore access to the account or to delete it.
5. The Service Provider has the right to terminate the contract (delete the account) in the event of prolonged inactivity of the User for more than 6 months.

#### **§5 Functions of the Application and liability of the Service Provider**

1. The Application offers:
  - a module for browsing and filtering the database of exercises ('pool', 'snooker'),
  - adding exercises from the database to the favourites tab and rating them,
  - creating and editing exercises,
  - moderation of published exercises by the Service Provider to ensure that they comply with the regulations and rules of use of the application,
  - training module, suggesting an exercise to execute based on the user's preferences and skill level ranking,
  - a 'shot-clock' module, in which the User can store the result of the duel currently being played in temporary memory,
  - available in two language versions – Polish and English.
2. The Service Provider shall make every effort to ensure that the Application operates correctly, in accordance with best practice and the provisions of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2020, item 344 as amended).
3. The Service Provider is not responsible for:

- interruptions in the operation of the Application due to technical reasons or reasons beyond the Service Provider's control;
  - damages incurred by the User as a result of using the Application contrary to its intended use;
  - the consequences of the User providing false or out-of-date data.
4. The Service Provider reserves the right to modify the Application, including the introduction of new functions, which may be subject to separately defined conditions of use.

## **§6 Availability and distribution of the Application**

1. The Cue Ball Network application is available to Users through:
  - web browsers on desktop and mobile devices (PWA – Progressive Web App) at [cueball.network](https://cueball.network),
  - [Google Play](#) store (for Android devices),
  - Apple App Store (for iOS devices).
2. The use of the Application requires a device with internet access and the compatibility of the device with the technical requirements specified by the respective shops (Google Play, Apple App Store) or web browsers. The User is responsible for meeting the technical requirements, and the Service Provider is not responsible for the inability to use the Application due to the technical incompatibility of the device.
3. The Service Provider reserves the right to change or withdraw the Application from selected distribution channels without prior notice to Users, especially in the event of technical or legal problems or as a result of decisions by the management of external distribution platforms.
4. The Service Provider has the right to temporarily disable the Application for the purposes of updates or maintenance, due to planned technical interruptions.
5. The User acknowledges that the Application is made available by external distribution platforms (Google Play and Apple App Store), which may impose their own regulations and restrictions on the use of the Application, updates and liability rules. The Service Provider is not responsible for the acts or omissions of these platforms, including interruptions in the availability of the Application due to the policies of these platforms.
6. Downloading the Application from unauthorised sources or modification of the Application by the User is prohibited. In the event that such an action is detected, the Service Provider reserves the right to block the User's Account and take appropriate legal action.

## **§7 Prohibited activities and moderation**

1. The User is obliged to use the Application in a manner that does not infringe the law or the rights of third parties, including copyrights and personal rights.
2. It is forbidden to publish content on the Application that is contrary to current legislation, vulgar, insulting, infringing the personal rights of other Users or of an advertising nature without the consent of the Service Provider.
3. The use of the application for automated actions, bots or other unauthorised activities is prohibited. The ban also applies to reverse engineering or any attempt to decompile the application code.
4. The Service Provider reserves the right to moderate the content made available on the Application by Users and to remove it in the event of a breach of the Terms and Conditions.

## **§8 Complaints**

1. Complaints about the operation of the Application can be sent to the following e-mail address [contact@cueball.network](mailto:contact@cueball.network). The complaint should contain details which identify the User and details of the problem reported.
2. The Service Provider will consider the complaint within 14 days of receipt and will inform the User of the manner in which the complaint has been dealt with.

## **§9 Compatibility and problems with the Application**

1. The application is optimised to run on the latest versions of the Google Chrome and Mozilla Firefox browsers. Support for other browsers may be added in future updates, but we cannot currently guarantee the full functionality of the application on other browsers.
2. The app is compatible with the latest versions of **iOS** and **Android** and works on mobile devices (smartphones, tablets) as well as desktop and laptop computers.
3. Users using older versions may encounter limitations in the operation of the application, for which we cannot be held responsible.
4. In connection with problems with compatibility or functions of the Application, please contact our technical support, available at the following address [contact@cueball.network](mailto:contact@cueball.network).

## **§10 Dispute resolution and final provisions**

1. Any disputes arising from the use of the Application shall be governed by Polish law and shall be settled by the court having jurisdiction over the registered office of the Service Provider.
2. The Service Provider reserves the right to amend the Terms. The User shall be informed of any change to the Terms by a message in the Application or by e-mail. The amended Terms shall come into force 14 days after their publication, unless the User discontinues use of the Application within this period.
3. In matters not regulated by these Terms, the relevant provisions of Polish law shall apply, including the Civil Code, the Act on Providing Services by Electronic Means and other relevant acts.