

“esportslab” APPLICATION POLICY

I. GENERAL

1. This policy (hereinafter the **“Policy”**) sets out the principles of the functioning and use of the **Esportslab** application (hereinafter the **“Application”**).
2. The Application Administrator is Esportslab sp. z o.o. with its registered office at ul. Upalna 1A lok. 76, 15-668 Białystok (hereinafter the **“Administrator”**).
3. The Administrator provides services to the Application users (hereinafter the **“Users”**) through the Application, within the meaning of the Act on Providing Services Electronically of 18 July 2002.

II. APPLICATION INSTALLATION AND ACCOUNT REGISTRATION

1. Only individuals (natural persons) who turned at least 16, acting as consumers within the meaning of Article 22(1) of the Civil Code may be the Users of the Application.
2. The use of the Application is possible in the two following forms:
 - a. via a website: app.esportslab.gg (hereinafter the **“Service”**) whose operation requires the meeting of the following minimum requirements by the User’s device:
 - Browser: Mozilla Firefox (version 65 or more recent), Google Chrome (version 72 or more recent);
 - Access to the Internet.
3. Only Users invited to the Application tests by the Administrator have the access to the Service.
4. Starting the Service requires an account registration by:
 - a. sending the following data to the following email address: support@esportslab.gg: given name, surname, email address and SteamID;
 - b. granting a consent to the provisions of this Policy.
5. After the registration, the Administrator will immediately send an email to the User with a confirmation of the account registration in the Service.
6. If the User forgets the password, it may be recovered by an online process available from the logging screen. An email will be sent to the stated email address initiating password recovery procedure.
7. The User account is opened for unspecified time and may be deleted upon the terms and conditions set out in this Policy. The account registration means that an agreement on providing services electronically with the Administrator has been concluded.
8. During the registration in the Service the User will give his or her proper and own email address. After the registration the email address cannot be changed.
9. The Administrator does not verify data specified by the User. The User will be fully responsible in case data given by him or her in the Application infringes third party rights or law.

III. SCOPE AND NATURE OF THE PROVIDED SERVICES

1. Through the Application the Administrator provides the Users with the services involving presentation of statistics, analyses and advice related to the body form and condition as well as results of the selected computer games.

2. The Application enables collection of analysis and production of statistics related to the following computer games: Counter-Strike: Global Offensive
3. It is possible to use the following functionalities in the Service:
 - a. editing the User data (given name, surname, nick),
 - b. configuration of the Application as follows: synchronisation of the monitoring band /smartwatch, connection of the account in the Steam service with the Application,
 - c. viewing statistics related to games introduced to the application and data collected through the application, monitoring bands and smartwatches,
 - d. receiving messages related to: request to fill out a questionnaire, information about upcoming events planned in the application, complementary character of introduced data and other messages related to the application use.

Analyses and statistics about the body form and condition are collected by the Service by a synchronisation with a wearable such as smartwatch/monitoring band. Collection of data by the Service from a wearable such as monitoring band/smartwatch is a necessary element of the Application use. Synchronisation is effected by a configurator available in the Application user panel. Desynchronization is possible via the same configurator.

4. The Administrator sends email notifications to Users related to the Application operation and its use by the User as well as other email notification as long as the User grants his or her separate consent to the same.

IV. RULES APPLICABLE TO USERS

1. The Users are obliged to use the Application in a manner which complies with law, the Policy as well as other rules published by the Administrator in the Service.
2. Users are obliged to use the Application only for private purposes. It is not permitted to use the Application in order to conduct commercial operations, without an explicit approval of the Administrator.
3. Other than in case of exceptions provided under applicable law, the Administrator excludes the possibility to use the Application (without the Administrator's prior and explicit consent) in any manner other than specified in this Policy. This also applies to the Service elements such as graphics, multimedia, texts, IT mechanism and data bases as well as any data and information originating from the Administrator's partners.
4. It will not be permitted to create more than one account by a single User, influencing the operation by a modification of the source code, synchronising the Service with devices and software enabling automatic or semi-automatic use of the Application functions.
5. It will not be permitted to provide Service logging information to other persons.
6. The Application will produce statistics, analyses and advice based on algorithms that may not be precise in specific cases. The Application does not constitute and does not replace medical and therapeutic services in case a User is diagnosed with disorders or illnesses related to mental or physical health or suspecting the User of such disorders or illnesses.
7. The Application use by a minor should be supervised by an adult guardian.
8. In case information about the Policy breach is received, the Administrator will be entitled to delete the User account or suspend it for specified time. The Administrator, when suspending the account, may

send an email to the User with a request to provide explanations or discontinue actions which infringe the Policy.

V. ADMINISTRATOR'S DUTIES

1. The Administrator ensures the Service operation on 24/7/365 basis. The Administrator reserves the right to make technological interruptions. The Administrator will undertake efforts to notify about any interruptions at least 24 hours in advance. The Administrator will not be responsible for any malfunctioning of the Service due to causes related to the User device or telecommunications network used by the User.
2. The Application use is free of charge. Any potential paid functionalities in the Application will be regulated by a separate Policy. The User will individually cover costs of data transfer related with the Application operation, in accordance with the price list of telecommunications services applicable to the User.
3. The Administrator will provide the User with this Policy upon the registration of the Account in the Application. The Policy may be downloaded by the User from the Service sites at any time.

VI. TERMINATION OF AND AMENDMENTS TO THE AGREEMENT FOR THE APPLICATION USE

1. The User is entitled to terminate the agreement for the use of the Application by deleting the account. The account may be deleted by sending a request for deleting the account to the following address: support@esportslab.gg
2. The account deletion will result in deleting of all personal data of the User
3. The Administrator has the right to delete the User account in cases referred to in Section IV of the Policy, and in case a decision is made to discontinue the Application operation. The Administrator will notify about the account deletion by an email sent to the address given during the registration of the account in the Service.
4. The Administrator will notify about potential discontinuation of the Application operation at least 14 days in advance.
5. The Administrator reserves the right to change the Application functionalities and the Policy due to the Application development or making a decision about the change of the Application operation model, and also in case of any amendment to the law or receipt of a decision or a ruling forcing such a change.
6. The Administrator will use its efforts to notify about the change of the Policy at least seven days in advance. The change of the Policy will be announced by appropriate message in the Service or by sending emails to the Users' email addresses.
7. If the change of the Policy does not apply to rights and obligations of the Users who have already been registered and the Administrator (or a method and scope of the processing of the User's personal data) - new contents of the Policy do not have to be confirmed by the User. In order cases, any change of the Policy will require a confirmation by the User (in a manner specified in the notification). In case no confirmation is made, the Administrator may decide about the termination of the agreement for the Application use with the User at the time when the change comes into force (in accordance with information given in the notification about the change of the Policy) which will not take place earlier than seven days from sending the notification to the User.

VII. COMPLAINTS

1. Any complaints, comments and questions related with the Application operation should be sent by an email to the following address: support@esportslab.gg
2. A complaint will include the User's email address (which was used upon the registration of the account in the Service) as well as detailed description and reasons of the claim.
3. The Administrator will send back the reply to the complaint by a return mail within 14 days from its receipt.
4. The failure to examine or adverse examination of the complaint does not deprive the User of the right to pursue claims in accordance with generally applicable law.

VIII. FINAL PROVISIONS

1. This Policy comes into force as at 21 May 2020.