

## Service Terms and Privacy Policy

**Eminus Systems Sp. z o. o.**, Dajwór14/10, 31 - 052 Cracow, Poland (“**Eminus**” or “we”), is a developer and publisher of games and mobile game applications which are made available through app stores including the iTunes App Store and Google Play.

Acceptance of these Service Terms causes the creation of a binding legal agreement between you (hereinafter, the “User”) and **Eminus Systems** (“User Agreement”). Each time one of our Games is downloaded to your device, a new User Agreement is concluded and its terms apply to your use of the specific Game for which you have accepted these Service Terms.

If you do not accept these terms or any future update, you must cease all use of our Services. If any future update to these terms require a click for acceptance, you may not be able to continue the use of the Services until you have clicked to accept the updated terms.

### 1. Service Terms

**1.1 'Eminus System' or 'Wooosh!'** – which is the trade name (DBA) of Eminus Systems can offer our Games on the market

**1.2** By downloading one of our Games, you accept these Service Terms and our Privacy Policy. Your relationship with **Eminus Systems** will be subject only to these Service Terms and our Privacy Policy. These Service Terms and our Privacy Policy can be downloaded on the **Eminus Systems** website.

**1.3** App stores are able to provide their own terms which apply to your relationship with them.

**1.4** You represent being at least 14 years of age or older. If you are younger than 18, you can solely download or connect to our Games if your parent(s) or legal guardian(s) have/has reviewed these Service Terms and allowed you to download and play our Game subject to these Service Terms. **Eminus Systems** may require adequate proof of your identity and age and consent from a parent or guardian at any time.

**1.5** You represent that you are accessing our Games as a private person. Any commercial use of our Games is forbidden.

### 2. Playing our Games

**2.1** You can play our Games upon downloading to your device. Information about the gameplay, features and functions of our Games is included in the Game descriptions on the app stores and platforms, the support sections inside our Games and on the **Eminus Systems** website dedicated for mobile products – <http://wooosh.pl>.

**2.2** Our Games are free of charge to play, but you can make a purchase of virtual items (e.g. virtual coins, cash, gold, gems and diamonds, points) inside our Games to accelerate the gameplay and

progress in the Game by spending real money (“Virtual Items”). Prices for Virtual Items include applicable statutory turnover tax. The means of payment may be different, determined by the app store on which you make your purchase. Without prejudice to point 3 below, it is not possible to exchange Virtual Items into real money or get a refund. You confirm your understanding that you do not own the Virtual Items, but acquire a limited license to use them according to the gameplay of the specific Game.

2.3 You confirm your understanding that in order to download and play our Games, a connection to the Internet is required, for which you are responsible. The provider of the Internet service may charge you for gaining access to the Internet. What is more, you should ask your mobile operator or Internet service provider if you doubt regarding what these charges might be, before you access and/or use our Services.

2.4 We continuously seek to improve our Games and may add new or remove the existing features and content, but we will do so only with the consideration and balance of our User’s interests, and the characteristic parts of a Game and gameplay will never be altered. **Eminus Systems** is under no obligation to continue providing either support or updates for versions of a Game that are not up-to-date.

2.5 **Eminus Systems** may automatically update Games, and should the device settings allow it, do so on the User’s mobile device, particularly to ensure the security of the system, stability and compatibility, however only with due consideration of the User’s interests.

2.6 Maintenance procedures may have an effect on the availability of our Games, and will only take place with due consideration of the User’s interests. Downtimes may also be caused by technical problems beyond the control of Eminus.

### **3. INSTRUCTIONS ON WITHDRAWAL**

#### **3.1 The right to withdrawal**

You have the right to withdraw from this User’s Agreement within 14 days without providing any reason. The withdrawal period will expire within 14 days from the day of the conclusion of this User’s Agreement.

To exercise the right of withdrawal, you need to uninstall the game. The game is always free of charge to play, thus we will not provide a return of any costs.

#### **3.2 Special Information**

If you purchase any Virtual Items or game expansions and want to withdraw, please note that Eminus Systems do not provide a return of any costs. Every transaction is an arrangement with Google Play or Apple iTunes and **Eminus** has no control over them. If you want to resign from the transaction, you must follow the rules of the specific shop.

Read more at:

<https://support.google.com>

<http://www.apple.com/pl/shop/help>

#### 4. Ownership and the Scope of the License

4.1 **Eminus Systems** owns or has licensed all the rights, titles and interests in and to the Games, including all the content (with the exception of the content created by the Users), software, program code, graphics, texts, game titles, as well as trademarks.

4.2 You can only download and access our Games strictly for personal use. **Eminus Systems** grants a non-exclusive, non-transferable, non-sub licensable, revocable limited license to download our Games to your device and play them, provided that you are in compliance with these Service Terms.

4.3 You confirm your understanding that when you purchase a Virtual Item, you do not own it, but acquire a limited license to use the Virtual Item being a feature inside the Game in which you purchased the Virtual Item. As Virtual Items are not assets that can be owned, it is not possible to transfer them, neither from one Game to another, nor from you to another user's account and vice versa. The license granted to you terminates when you have used up the purchased Virtual Item or this User Agreement expires.

#### 5. User conduct

5.1 You shall download and play our Games only for your personal use and according to the rules of the Service Terms and any app store.

5.2 You shall only download and play our Games and acquire Virtual Items from the app stores on which we make our Games available, and only play our Games on devices for which we provide the relevant Game.

5.3 You shall not interfere with our Games and gameplay inside our Games, irrespective of whether or not this regards manipulation of the software, backend or networks. In particular, and without any limitation you are not allowed to:

- create, offer or use hacks, cheats, exploits or any other unauthorized applications, tools or commands that would modify the Game or gameplay, or circumvent technical protection measures in a way not intended by **Eminus Systems**;
- decompile, dismantle or reverse-engineer our Games;
- create, offer or use any malware (e.g. computer viruses, Internet worms, Trojan horses, hoaxes, dialers);
- offer, provide or acquire our Games or Virtual Items through ways other than those explicitly facilitated by **Eminus Systems**;

- spy on **Eminus Systems**, its Games or any other services or users and collect data which is unauthorized;
- sell and transfer a Game account.

5.4 If any provision of information or data is required, you must provide all of these accurately and in full, and keep them up-to-date at all times.

## 6. User communication and content

6.1 Our Games may allow you to communicate with other users and publish content (e.g. texts, images). When you interact with other users or make content available via our Games, it is forbidden to:

- post or use any communication or content that breaches the applicable law, including third-party rights, e.g. rights on intellectual property, to confidentiality or to privacy;
- publish or use any communication or content that is abusive, unethical, racist, obscene, pornographic, discriminating, harmful to minors or promotes violence, or is objectionable in any other way;
- insult, threaten, provoke or harass others, including other users, as well as **Eminus Systems** and its employees and partners, for example, by using abusive language, stalking or spamming;
- post or use any communication or content for commercial purposes;
- link or refer to any source outside our Games that is in breach of paragraph 6.1.

6.2 **Eminus Systems**, being only the provider of technical communication means foreseen to communicate or make content available in this context, is neither obliged nor able to monitor communication or content published by you or other users via our Games, and does not assume any liability to that extent. Any person that published communication or content through our Games remains solely responsible for such communication and content, thus you remain responsible for your own communication and content. You shall indemnify **Eminus Systems** against all and any claims that are brought against **Eminus Systems** resulting from your breach of paragraph 6.1, unless you are not at fault.

6.3 **Eminus Systems** reserves the right to remove any particular communication or content, if we have a justified basis to believe that an infringement of a third party's rights or any other applicable law or paragraph 6.1 has taken place. If you believe that the communication or content made available through our Games infringes your rights or is in breach of these Service Terms, please notify us at [contact@woosh.pl](mailto:contact@woosh.pl).

6.4 Through making your communication or content available in our Games, you grant **Eminus Systems** a permanent right to use that communication and content for display inside our Games, to publish them in any media and to adapt them for this purpose. You have a right to withdraw from this grant of rights by providing appropriate notice to **Eminus Systems** at [contact@woosh.pl](mailto:contact@woosh.pl).

NOTE: due to our Privacy Policy, we do not collect any of your personal data, thus your e-mail with the request for termination of the User's Agreement **must contain the USER\_ID** (it can be found inside the Game). If you have any questions, please contact us at [contact@woosh.pl](mailto:contact@woosh.pl) or visit <http://woosh.pl/FAQ>.

## 7. Liability and limitation of liability

7.1 Nothing in these Service Terms shall limit the liability of **Eminus's**, where applicable law does not allow for such limitation. Particularly, **Eminus's** liability shall not be limited:

- by death or personal injury from **Eminus Systems** or any negligence or malice coming from our statutory representatives or agents;
- by any other kind of damage and loss from **Eminus Systems** or gross negligence, malice or fraud of any of our statutory representatives or agents;
- in case that **Eminus Systems** has assumed an explicit quality guarantee;

7.2 Without prejudice to paragraph 7.1 and only where such limitation is allowed by applicable law, **Eminus Systems** shall only be liable for the slight negligence of **Eminus Systems** or any of our statutory representatives or agents, if this causes a breach of an essential obligation under this User's Agreement (obligations which need to be fulfilled to achieve the purpose of this User's Agreement and on the fulfillment of which User can usually rely upon). In this case, the liability of **Eminus Systems** shall be limited to predictable damages and losses which usually occur in these cases. Any further liability of **Eminus Systems** is excluded.

## 8. Contract duration and termination

8.1 This User Agreement is valid for an indefinite term.

8.2 Either party may terminate this User Agreement at any time by giving 14-days' notice (in writing or via electronic communication, e.g. via e-mail, which is required).

NOTE: due to our Private Policy, we don't collect any of your personal data, so your e-mail containing the User Agreement termination request **has to contain the USER\_ID** (you can find it inside the Game). Should you have any questions, please contact us [contact@woosh.pl](mailto:contact@woosh.pl) or visit <http://woosh.pl/FAQ>

8.3 If we have reasonable ground to suspect that you are connected to a material breach of these Service Terms, we are authorized to suspend your access to our Game and/or terminate this User's Agreement. The breach of paragraph 5 or 6 shall be considered a material breach.

8.4 Either party may terminate the User's Agreement for cause without providing a notice. Basis for such termination for cause include material breach of these Service Terms.

8.5 Upon expiry, it will no longer be possible for you to access the Game that was the subject matter of the User's Agreement. A deletion of your in-game progress and any other Game-related data will take place. Under the condition that **Eminus Systems** continues to operate the Game, you may download the Game once again, whereby a new User's Agreement will start to run. However, there is no possibility of recovering any game-related data.

## 9. Final provisions

9.1 **Eminus Systems** has a right to transfer all or a part of its rights or obligations pursuant to this User's Agreement to a third party without your consent. You have a right to transfer any of your rights or obligations under this User's Agreement only with our prior written approval.

9.2 We reserve the right to amend these Service Terms at any time. We will inform you about the amendments through a special notice, no later than a week before such amendments take effect, through notification inside the Game, in the content of the description of a Game update on a Platform or as an info on the website of **Eminus System**. You may object to the changes within a week from such a notice. If you fail to object within a week, this shall be considered as your acceptance of the changes. If you object, we may terminate this User's Agreement, according to paragraph 8. When we inform you about the changes made, we will also notify you about the deadline for objecting to the amendments and consequences upon failure of objection.

9.3 This User's Agreement is governed by the Polish law. If at the time when you enter into this User's Agreement, your place of residence is outside of Poland, the mandatory provisions of law in your jurisdiction which concern the applicable law shall be unaffected and apply.

9.4 If any provision of these Service Terms is held to be invalid or unenforceable, validity and enforceability of the remaining provisions shall not be affected.

Cracow, November 2016

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## Privacy Policy

### 1. Scope

This data protection notice informs the users about the use of their personal .

The company responsible is **Eminus Systems Sp. z o. o** (hereinafter "Eminus Systems", "we", "our"). The users can find more information about **Eminus Systems** in the Contact or Imprint information (<https://www.wildfurballs.pl/contact/>).

**Eminus Systems** provides games, as well as related services which can be used with friends or in a social network. The user's data is necessary for actual technical usage and for the communicative setup.

At the same time, data protection notices and conditions of the specific platform which the user uses for playing our games also apply.

## **2. Log files when visiting Eminus Systems www site cookies**

Each time when the **Eminus Systems** www sites (wildfurballs.pl, woosh.pl, eminus.pl) are accessed, such communication automatically generates data. **Eminus Systems** only stores and uses Log files related data that makes it possible to identify a person (e.g. by making the IP address anonymous), for the purpose of obtaining technical and statistical information for the correction of faults or improvement of the website, or for carrying out research and analysis.

The so called "cookies" (session IDs) are also used. Cookies are miniature text files which can be temporarily or permanently saved on the computer of the user by the browser. They guarantee the consistency of each communication process. Temporary cookies are possible to use in order for identification of which visits are all part of a single session. The purpose of permanent cookies is to re-recognize a user, for instance in order to create individual settings. The users are free to decide whether to allow their browser to use cookies: all browser programs allow for the deactivation or deletion of cookies. Functions through which the computer has to be recognized will then only be available to a limited extent, or not available at all.

## **3. User and gaming data at Eminus Systems games**

The user taking part in a game allows **Eminus Systems** to use his data (e.g. Google id, Game Center id, level, results, prizes, coins) for staging the game(s) and services, in other words for offering a safe, smooth, efficient and customized gaming experience for the user. We are able to use the user's personal data to manage the game registration, personalize subsequent visits and operate and stage the games. Since most of the **Eminus Systems** games also provide the possibility of a communal gaming experience, **Eminus Systems** also has a possibility to display your player status or your scores to friends and other players.

Additionally, **Eminus Systems** may also collect and use the user's personal data if it is needed to the purposes of billing any used games and services. Also, **Eminus Systems** can use the data in a locked form to comply with retention periods described by law or required according to the contract.

Should a user send us an enquiry or subscribe to special services, for example a newsletter, we will ask for the information needed in order to deal with his request. This information is used voluntarily and only to the extent which the user previously required or approved (please also see Item 10).

It is possible to appoint third parties such as Google Play or iTunes in order to help us in providing our services (e.g. for operating technical platforms or processing payments). At the same time, data protection notices and conditions of the specific platform on which the user plays our games also apply.

**Automatically, Eminus Systems only uses unique identifiers of devices to anonymously identify your computer or device so we are able to provide a better experience. We do not collect information that is personally identifiable. In other words, we do not collect information such as your name, address, phone number or email address.**

We do not consciously contact or collect personal information from children under the age of 13. If you have a basis to believe we have involuntarily collected such information, please contact us so we can immediately obtain parental consent or remove this information.

#### **4. Use of personal data for marketing purposes**

We do not sell or hire out the personal data of the user to third parties for marketing purposes.

The advertising inside our games is managed by three providers who are dedicated for mobile gaming. They are able to collect data for statistical purposes due to the Privacy Policies.

AdColony: <http://www.adcolony.com/privacy-policy/>

UnityAds: <https://unity3d.com/legal/privacy-policy>

Fyber: [https://www.fyber.com/announcements/Fyber\\_Privacy\\_Policy\\_2016\\_04\\_28\\_v2.pdf](https://www.fyber.com/announcements/Fyber_Privacy_Policy_2016_04_28_v2.pdf)

#### **5. Use of personal data by other players on Eminus Systems**

Dependant on the settings of the user, other players may be able to see personal data in the game or on the relevant platform (e.g. scores). We do not allow for the use of this information outside the game by other players. If another player obtains personal data because of the way the user has adjusted the settings, we cannot guarantee further protection of that information. Due to this reason, each user should check in advance that his settings only allow his data to be viewed by trusted people.

#### **6. Platforms**

The games of **Eminus Systems** are offered through numerous platforms such as Google Play, ITUNES.

Any platform of this type can collect and use personal details upon the user's accesses, registration or use. **Eminus Systems** does not have any control over this. Users can find all the necessary information on the terms and conditions and regarding the data privacy policies of the platform concerned.

## **7. Facebook plugins**

**Eminus Systems** uses social plugins, e.g. the "like" and „invite" button, from the facebook.com social networking site. The following plugins are operated by Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA ("Facebook"). There is a possibility of identifying the plugins from one of the Facebook logos (an "f" with a white color on a blue tile or a "thumbs up" sign), or we have marked them as "Facebook Social Plugin". The list of Facebook Social Plugins and their appearance can be seen on Facebook at [developers.facebook.com/plugins](https://developers.facebook.com/plugins).

If a user accesses one of our websites or games that contain any of these plugins, his Internet browser might be connected directly with Facebook servers. Facebook sends the plug-in content directly to the browser/mobile device of the user and back. As we do not have any control on the amount of data that is collected by Facebook through these plugins, we would like to inform that should the user not want Facebook to collect data through **Eminus's** website and link them with the data stored on Facebook, he has to log off Facebook prior to visiting **Eminus Services**.

## **8. Use of other plugins**

Our games, services and websites might contain other plugins, as well. The provider is responsible for every plug-in (e.g. Twitter, Google). Once again, this means that we do not have control over the amount of information which is collected by the respective provider with the help of his own plug-in, or how he further uses such information.

If the user is not yet the customer's provider or has not (yet) agreed to have his data collected and used, we recommend to not click on these plugins.

If, on the other hand, the user is already a customer of the provider of the plug-in, he should refer directly to the relevant provider to obtain information regarding the type and amount of personal data which he collects and uses, and for what purpose.

## **9. Information; deletion and blockade of data**

It is always possible for users to view the details of their gaming (e.g. player name, score, units, features) by logging in to the Game.

**Eminus Systems** will immediately provide information with no charge regarding any other user and inventory data – electronically or in a written form, upon request. Before furnishing any information, we might insist on sending a form of documentation to us in order to prove the identity of the enquirer and confirm his authenticity (containing the USER\_ID).

When the contractual agreement of the user with **Eminus Systems** terminates, essential data will be blocked for an appropriate period of processing, and any optional information other than that will be erased. See in Service Terms point 8.

In order to operate the service, we also may cause identifiable and anonymous information to be available to third parties in the following limited circumstances:

- (1) with the expression of your consent,
- (2) when we have a good faith belief, it is required by law,
- (3) when we have a good faith belief, it is necessary to protect our rights or property, or
- (4) to any successor or buyer in a merge, acquisition, liquidation, dissolution or sale of assets.

Your agreement will not be required for the purpose of disclosure in these cases, but we will make an attempt to send you a notification, to the extent permitted by law.

### **10. Withdrawal of consent; objection to advertising, market research or opinion polls**

While the use of personal data is based on the user's agreement, it may be withdrawn at any time with an instant effect. Withdrawal of consent may have a result in the termination of the services' availability, or in the termination of the contractual agreement of the user. We also reserve the right to base our data privacy procedures on statutory regulations at any time.

### **11. Security**

We use standard security practices, which includes encryption, passwords and measures of physical security in order to protect your personal data from unauthorized access and disclosure. The information of your user account is stored on a secure server with firewall protection. If a user enters data that is sensitive (such as the credit card number), we encrypt that information with the use of the secure socket layer technology (SSL).

We use legitimate administrative, physical and electronic measures designed for the purpose of safeguarding and protecting your information from access or disclosure that is unauthorized. This includes utilizing the Secure Sockets Layer (SSL) software, which encrypts your input personal information, and stores your information as encrypted behind a firewall which has a purpose of blocking access from outside our network. However, no security or encryption method is guaranteed to provide protection of information from hackers or a human error.

Should you have any questions about the security of our services, please do not hesitate to contact us at any time.

Cracow, November 2016