

## USER TERMS AND CONDITIONS

### Introduction

The present User Terms and Conditions (hereinafter: "the Terms") establishes the conditions that govern the use of mobile application: Steel Alive (hereinafter: "the Application"). Every user of the Application shall read the Terms carefully and shall accept the Terms before starting to use the Application.

#### I. Definitions

1. **Service Provider** - Steel Alive S.A. with registered office at Mińska 25C/U-5, 03-808 Warszawa, Poland entered into register of entrepreneurs maintained by Regional Court for the Capital city of Warsaw XII Commercial division under KRS number 0000744039, REGON 380967839, NIP (tax number) 1132980616.
2. **Application** - a mobile application administrated by the Service Provider and available on mobile devices with either Android or iOS operating systems.
3. **User** - a person who has completed the User Account Registration.
4. **Registration** - a procedure in which the User Account is created.
5. **User Account** - a registration in the Application database which gives the User the access to certain Services after entering a login and a password.
6. **Service** - a service that the Service Provider provides to Users by electronic means, without the physical presence of the parties. The Service is provided in accordance with the Terms.
7. **Agreement** - a Service Agreement.
8. **Profile** - information regarding the User that were introduced to the Application.
9. **Geolocation** - special feature of the Application that enables the Users to determine other User's approximate location. Geolocation uses data obtained from GPS and User's IP address.
10. **Terms - present User Terms and Conditions**

#### II. User Account Registration and Agreement conclusion

1. The User of the Application must be of full age (at least 18 years of age) and have full capacity to perform legal acts. The Application shall not be used by children or shall not be made available to children at any time or by any means.
2. Registration is free of charge. The User Account Registration may be submitted by filling in an electronic form available in the Application. The Service Provider reserves right to introduce payments for registration or for parts of for all Services.
3. In order to register, the User must enter the following data: e-mail address, age, login, password and shall accept the Terms and

Conditions. Login chosen by the User will be visible to other Users and will be presented on the Profile. Login may be chosen freely under condition that other User did not chose the identical login before. Within 14 days after Registration, the User Account will be created.

4. Once the User Account is created the User and the Service Provider enter into the Agreement. The Agreement is concluded for an unspecified period of time.
5. In order to fully use the Application, the User provide the Service Provider with the following data: user location. Entering the aforementioned data the User confirms that they are true, complete, and reliable. The Service Provider does not verify the aforementioned data.
6. The right of the Service Provider to introduce fees for using the Application shall be unlimited.
7. The User has the right to withdraw from the Agreement without giving any cause within 14 days from the execution of the Agreement. The withdrawal from the Agreement shall be effective if the User makes a declaration of withdrawal from the Agreement. The declaration of withdrawal from the Agreement shall be sent in writing (by post). The declaration of withdrawal from the Agreement must be postmarked before the 14-day period expires. The User loses the right to withdraw from the Agreement if on User's explicit consent the Service Provider has provided the Service before the expiration of the withdrawal period. Once the declaration of withdrawal from the Agreement is sent, the User shall delete the Application.
8. The Agreement may be terminated by deleting the User Account. The Service Provider makes the function to delete the User Account available to the User.

### **III. Types and features of Services. Geolocation.**

1. The Application has the following features:
  - a. the User Account and Profile edition,
  - b. Geolocation,
  - c. Ranking lists,
2. The Service Provider reserves the right to introduce new types of Services (features of the Application) and to stop providing some Services.
3. The Service Provider reserves the right to modify certain features of the Application as well as to impose new requirements to use certain features.
4. On certain Levels the Users may use the Geolocation. Using the Geolocation may permit the other Users to determine the User's

approximate location or may permit to determine User's habits and whereabouts.

5. The Service Provider may display advertisements in the Application.

#### **IV. Rights and obligations of the Service Provider**

1. The Service is provided by the Service Provider on the basis of the Terms and Conditions. The Service Provider provide the Service with due diligence.
2. The Service Provider may terminate the Agreement with an immediate effect if:
  - a. the User creates many User Accounts;
  - b. the User insults other Users; violates personal rights of the Service Provider, other Users or third parties; posts comments the content of which is vulgar or in breach of good practices; violates the provisions of the Terms and Conditions or the applicable law;
  - c. the User permits another User or a third party to use his/her login and the password;
  - d. there is a decision on the termination of the Service - in this case the Service Provider shall inform the User using the same procedure as in case of introducing the changes in the Terms and Conditions.

In the aforementioned cases, the Service Provider shall block the User Account and either send an e-mail message to the address given in the Registration informing the User about the reasons for the termination of the Agreement or display the information about the termination of the Agreement in the Application.

3. The Service Provider guarantees that the Application will be available for not less than 600 hours per month. Temporary denial of access to the Application may occur due to technical and maintenance work. In case of temporary denial of access to the Application caused by some failures, the Provider shall make reasonable effort to solve the problem as soon as possible.

#### **V. User's rights and obligations**

1. The User is allowed to create one User Account and one Profile. The User is not allowed to give access to his/her Account to another User or to use other User Accounts. The User must not disclose the password to his/her User Account to anyone.
2. The User is not allowed to introduce to the Application any content that is vulgar, violates good practices, the provisions of the Terms and Conditions or the applicable law.
3. The User is not allowed to

4. The Service Provider has the right to moderate content introduced by the User and the right to determine whether the content fulfils the aforementioned conditions. The Service Provider is not responsible for not publishing the content introduced.
5. Once the User introduces a content s/he grants the Service Provider a non-exclusive, irrevocable, unlimited in time and territory licence to use the content in the following fields of exploitation: analogue and digital copying, computer data storage, computer or multimedia network publication, marketing, lease, public sharing in place and time chosen by the Provider, displaying, transmission, reemission, reproduction, storing opinions and comments in databases, using opinions and comments to promote the Service Provider. The deletion of the User Account does not affect the effectiveness of the aforementioned licence.
6. Once the User posts a photo s/he grants the Service Provider a non-exclusive, irrevocable, unlimited in time and territory licence to use the photo in the following fields of exploitation: analogue and digital copying, computer data storage, computer or multimedia network publication, marketing, lease, public sharing in place and time chosen by the Service Provider, displaying, transmission, reemission, reproduction, storing the photo in databases, using the photo to promote the Service Provider. The deletion of the User Account does not affect the effectiveness of the aforementioned licence.
7. Once the User posts a photo s/he grants the Service Provider consent to unlimited in time, territory and purpose use of the person in the photo's appearance.
8. By entering the Agreement, the User is not granted any rights to the Application, in particular regarding the source code, graphics or the Application features. The User does not acquire any right to content introduced by other Users.

## **VI. Provisions on liability**

1. The Service Provider is not liable for any data provided by the User, especially as far as their completeness, reliability, genuineness, and accuracy is concerned.
2. The Service Provider is not liable for the content introduced by the Users except for as indicated in the adequate provisions of the Act on providing services by electronic means.
3. The User may be liable for posted content that violate personal rights of other Users and third parties or violate their rights in any other way.
4. If the Service Provider has received a legal notice or a reliable information about an illegal character of the stored User's data and there has been an immediate denial of the access to these data, the

Provider shall not be liable for the damages caused by the denial of access to these data.

5. The Service Provider is liable for a failure to provide or improper providing of Services to the extent specified by the provisions of the Terms and Conditions as well as the applicable law.
6. THE SERVICE PROVIDER LIABILITY FOR ANY PERSONAL INJURIES OR DEATH SHALL BE EXCLUDED.
7. THE SERVICE PROVIDER IS NOT LIABLE FOR ANY USAGE OF THE APPLICATION WHICH IS AGAINST THE LAW, IN PARTICULAR VIOLATES ANY SAFETY STATUTES OR BILL OR IS AGAINST ANY STATE, LOCAL OR INTERNATIONAL GUN OR WEAPON USAGE OR SAFETY LEGISLATION.
8. THE SERVICE PROVIDER OR APPLICATION DOES NOT PROMOTE OR IN OTHER WAY ENCOURAGE THE USE OF ARMS, GUNS OR WEAPONS. THE SERVICE PROVIDER DOES NOT PROMOTE ANY ARMS, GUNS OR WEAPONS NOR THE SERVICE PROVIDER INTENTES TO FACILITATE ACCESS TO WEAPONS.
9. NAMES OR TRADEMARKS OF GUNS, WEAPONS OR THEIR MANUFACTURERS ARE ONLY PRESENTED IN ORDER TO ENABLE THE PROPER FUNCTIONING OF THE APPLICATION AND SHALL NOT BE CONSTRUE AS VIOLATION OF ANY LAW, IN PARTICULAR TRADEMARK LAW.
10. The User shall indemnify the Service Provider and keep the Service Provider fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by the Service Provider as a result of a third party claim that either is related to the usage of the Application by the User or is related to the User's behaviour.
11. The failure to provide or improper providing of Services does not cause:
  - a. any damages of the electronic device that belongs or is used by the User,
  - b. limited or disrupted access to the Internet network,
  - c. other disruptions in using the Service provoked by User's actions in breach of the provisions of the Agreement as well as the Terms and Conditions or arisen from the omission.

## **VII. Technical requirements**

1. To use the Application the User needs to use the mobile device with Android or iOS operating system and the Internet access as well as save the Application on the mobile device memory.
2. The Service Provider informs that the failure to fulfil the technical requirements may result in wrong operation of the Application, for which the Provider is not responsible.

### **VIII. Complaints**

1. Every User has the right to make a complaint on the Service. The Provider shall consider the complaints.
2. The complaints shall be made in writing and sent (by post) to the address of the registered office of the Service Provider or by e-mail to the address: [contact@steelalive.io](mailto:contact@steelalive.io). The complaints shall be made without undue delay.
3. A statement of complaint shall include User's contact data (e.g. correspondence address, telephone number or e-mail address) as well as the object of complaint and the justifying circumstances. The complaint shall also indicate the preferable manner and form of contact with the User that makes the complaint.
4. The Service Provider is obliged to consider a complaint within 21 days and immediately inform about the outcome of the complaint procedure.
5. The complaints with vulgar or insulting contents shall not be considered.

### **IX. Final provisions**

1. Polish law shall apply to all the issues not regulated by the provisions of the Terms and Conditions. Particularly adequate are the provisions of the Civil Code, the act on copyright and related rights, the act on telecommunications law, act on personal data Protection and act on providing services by electronic means.
2. Any the disputes arising in connection with the Service between the Users who are not consumers and the Service Provider shall be settled by a relevant court having jurisdiction over the registered office of the Service Provider. If the disputes arise between the Service Provider and the User who is a consumer, the relevant court to settle the dispute shall be determined by the provisions of the Code of civil procedure. Procedure described in point 3 may also apply.
3. If the agreement was concluded with a consumer who resides in EU she/he is entitled to seek to settle the consumer dispute with the Service Provider out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.
4. Should any of the Terms or any provision of the Agreement be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.
5. The updated version of the Terms and Conditions is available in the Application in the section "Terms and Conditions" as well as in the registered office of the Service Provider. The User shall have free

access to the content of the Terms and Conditions before conducting the Agreement as well as on his/her every request. The Terms and Conditions shall be made available to the User in a form that enables its downloading, saving and printing.

6. The Service Provider reserves the right to modify the provisions of the Terms and Conditions. The Service Provider shall inform Users about any planned changes of the Terms and Conditions by sending an e-mail message to the address given in the Registration or by displaying the adequate information in the Application within 14 days from the date when the modified version of the Terms and Conditions becomes effective.