

1. GENERAL PROVISIONS

1.1. The company **Team21 s.r.o.**, ID no. 261 70 213, with its registered office at Praha 4, U Bazenu 13/402, post code 142 00, registered with the commercial register maintained by the Municipal Court in Prague, section C, file no. 76574 (the **Company**) hereby issues these General Fundraising Terms and Conditions (the **TaC**).

1.2. The Company is raising funds for the development of a computer game with the title “Dungeons of Aledorn” (the **Project**). Legal relations between the Company and the person contributing certain amount of money to the Company for the purposes of the Project development (the **Donor**) shall be regulated by these TaC.

1.3. These TaC shall form an integral part of each Contract.

2. DEFINITIONS

2.1. Apart from the terms defined elsewhere in these TaC, the following definitions shall apply throughout these TaC:

- **Civil Code** means Czech Act no. 89/2012 Coll., the Civil Code, as amended;
- **Contribution** means a monetary contribution of the Donor to the Company;
- **Contract** means a contract between the Company and the Donor regarding the rights and duties of the Parties connected with the Contribution, as further specified by these TaC;
- **Publishing Date** means the official publishing date of the Project, i.e. the day the Project shall become finished and available via official distribution;
- **Parties** mean the Company and the Donor and the Party means any of them;
- **Payment System** means external internet payment service for the payment of the Contribution;
- **Personal Information** means the name, e-mail and the address of the Donor;
- **Price** means lowest possible Contribution connected with specific Reward;
- **Product** means the outcome of the Project in the form of user game application;
- **Reward** means an item, whether tangible or intangible, specified on the Website for each Reward Tier;
- **Reward Tier** means a combination of Price and Reward specified on the Website; and

● **Website** means the website www.aledorn.com.

3. CONCLUSION OF THE CONTRACT

3.1. The Contract shall be concluded and shall become valid and effective by clicking on the button located on the Website indicating that the Donor agrees with these TaC. By clicking on the button, the Donor accepts these TaC unconditionally and in their full extent.

3.2. The Contract can only be concluded between the Company and a natural person of age 18 or higher. No legal person, whether a company, collective, association or any other kind there of shall be allowed to enter into the Contract. If a natural person that is entitled to act for or on behalf of any legal person enters into the Contract, that natural person alone shall be bound by the Contract regardless of that person's powers vis-à-vis the respective legal person.

4. THE CONTRIBUTION

4.1. After entering into the Contract, the Donor shall choose the Reward Tier.

4.2. The Donor is obliged to contribute to the Company the Contribution in the amount of the Price according to the chosen Reward Tier or any amount higher, subject to the Donor's discretion.

4.3. The Contribution shall be paid via the Payment System without undue delay after the conclusion of the Contract.

4.4. In case the Contribution payment is not entered into the Payment System within next 24 hours after the conclusion of the Contract, the Contract automatically terminates (condition subsequent).

4.5. The Contribution is a non-refundable donation that shall be used by the Company solely for the purposes of the development and distribution of the Project and/or the manufacturing and distribution of the Rewards (the Use). Should the total sum of the Contributions exceed the costs of the Use, the exceeding amount shall also be regarded as a non-refundable donation. The Donor waives any right to return of the Contribution or any part of it to the maximum extent allowed by the mandatory provisions of the Civil Code, provided that the Project and the Reward are developed, produced and delivered to the Donor properly.

4.6. The Donor expressly acknowledges that the Contribution is not a purchase. While the Company will take every measure to create the game and provide the Donor with specified Reward, the final product, if any, may be substantially

different from the description provided to the Donor at the time when the Contribution was made. The Donor acknowledges the fact that this is Best Effort, No Guarantee project.

5. PERSONAL INFORMATION

5.1. The Donor shall submit to the Company the Personal Information. The Company shall use the Personal Information solely for the purposes of distribution of the Project and the Reward to the Donor (the **Purpose**).

5.2. The Company shall not use the Personal Information for any other purpose. The Company is entitled to disclose the Personal Information to a third party only if such disclosure is necessary for the Purpose.

5.3. The Donor acknowledges that the submission and processing of the Personal Information is necessary for the obligations of the Company under the Contract. The Donor expressly gives his consent to the processing and use of the Personal Information for the Purpose according to this Article 5.

5.4. The Company is not liable for any damage caused by the use of the Personal Information according to this Article 5.

5.5. The Donor represents and warrants that the submitted Personal Information is whole and correct. The Company shall not be liable and shall not be in default regarding any of its obligations under the Contract, should the representation be incorrect or misleading.

6. RIGHTS AND DUTIES OF THE PARTIES

6.1. The Company shall deliver to the Donor the Reward and the Product (subject to conditions specified by the relevant Reward Tier chosen by the Donor) without undue delay after the Publishing Date, provided that the Project has been finished.

6.2. By the delivery of the Product to the Donor, the Company grants to the Donor a non-exclusive, limited, non-transferable, personal, end-user licence to use the Product for the Donor's individual, non-commercial and entertainment purposes only, subject to further End-User Licence Agreement between the Donor and the Company.

6.3. The final form, state and features of the Product and the Reward are strictly subject to the Company's discretion. The Donor shall not have any rights in that respect and no claim of the Donor shall arise from the final form, state and features of the Product and the Reward.

6.4. Unless expressly stated otherwise, nothing in the Contract and / or these TaC shall have any impact on the intellectual property rights of the Company, including (but not limited to) any such rights with respect to any software, software updates or patches, or other utilities and tools or any other technology, text and audio visual material, the design and appearance of the Website, the Project, the Product and / or the Reward.

6.5. The Company shall use all necessary diligence and professional care to develop, produce and deliver the Product and the Reward with the use of the Contribution. Should the development, production and delivery of the Product and / or the Reward become impossible or non-proportionally difficult, the Company has the right to cancel the Project. In such case, the Company shall publish on the Website an audited financial report regarding the use of the Contributions. The Contribution used according to the report shall be in such case regarded as a non-refundable donation and the Donor waives any right to return of the Contribution or any part of it to the maximum extent allowed by the mandatory provisions of the Civil Code.

7. LIMITATION OF LIABILITY

7.1. To the maximum extent permitted by the applicable law, the Donor agrees that the use of the Product and / or the Reward and / or the Website is at the Donor's sole risk. The Company grants no warranty, whether expressed or implied, regarding the Product, Reward or the Website, unless it is mandatory under applicable legal regulations.

7.2. To the maximum extent permitted by the applicable law, the Parties hereby expressly exclude any liability of the Company for the damage caused by the use of the Product, the Reward or the Website.

7.3. To the maximum extent permitted by the applicable law and unless expressly stated otherwise, the Parties hereby expressly exclude any liability of the Company for the damage caused by the failure of the Company to complete the Project, or to develop, produce and / or deliver the Product and / or the Reward.

7.4. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, including, without limitation, any failure to perform due to unforeseen circumstances or cause beyond the Company's control such as war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.

8. FINAL PROVISIONS

8.1. The Contract shall be governed by the Czech law in particular sections 2055-2078 and 2756-2757 of the Civil Code.

8.2. For the purposes of any disputes arising from the Contract, the Parties hereby expressly agree on the international jurisdiction of the Czech courts and local jurisdiction of the relevant courts according to the registered seat of the Company.

8.3. Clauses in these TaC regarding the termination of the Contract contain only conditions for the termination of the Contract. The Parties expressly exclude any and all relevant provisions of the Civil Code that would allow any Party to terminate the Contract or to recall the Contribution in any other way, and in particular the sections 2059, 2068, 2072 of the Civil Code.

8.4. Each Party waives any rights and claims that might arise from the conduct of the other Party prior to conclusion of the Contract. Both Parties acknowledge that they have been made aware of all facts and legal circumstances whilst entering into the Contract in such a way that each Party could rely on the possibility of entering into a valid agreement and that the intent of the other Party to enter into the Contract was undisputable.

8.5. Neither Party is a weaker Party in relation to the other Party. The Contribution is not granted to the Company in a consumer – entrepreneur relation. The Donor acknowledges and accepts that his profit from the Contract in the form of Reward and the right to use the product depends on a future uncertain event (finalisation of the Project) in the meaning of Sec. 2756 and seq. of the Civil Code.

8.6. These TaC shall become valid and effective as of January 1st 2015.