

# TERMS & CONDITIONS

Effective date: 4 Dec 2022  
Last amended on: 29 Aug 2023

Thank you for visiting our Website and for your interest in the products and services provided by VirtusLab. Please read the following Terms and Conditions carefully. They govern your access and use of this Website, and refer to the VirtusLab License Agreement/EULA governing the terms of use of TETRISLY.

THESE TERMS SHOULD BE THOROUGHLY READ BEFORE THE FIRST USE OF THE WEBSITE. BY ACCESSING, BROWSING OR USING THIS WEBSITE IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY VIRTUSLAB. IF YOU DO NOT ACCEPT THESE TERMS, YOU SHOULD STOP USING THIS WEBSITE.

## 1. [GENERAL PROVISIONS]

- 1.1 These Terms expressly or by reference to other documents provide:
  - \_ general rules governing the use of the Website and rights and obligations of the Users;
  - \_ information on TETRISLY and its distribution channels, along with the reference to the License Agreement/EULA;
  - \_ information on the IT Consulting provided by VirtusLab;
  - \_ provision of the Newsletter service.
- 1.2 The Website owner is Virtus Lab spółka z ograniczoną odpowiedzialnością with its registered office in Rzeszów (address: ul. Zofii Nałkowskiej 23, 35-211 Rzeszów, Poland), registered in the Polish Court Register kept by the District Court in Rzeszów, 12<sup>th</sup> Commercial Division, under KRS [entry number]: 0000349785, NIP [tax id]: 5170312965, REGON [statistical id]: 180526627 ("**VirtusLab**").
- 1.3 In any case related to these Terms, the User may contact VirtusLab at: [hello@tetrisly.com](mailto:hello@tetrisly.com).

## 2. [DEFINITIONS AND INTERPRETATION]

- 2.1 For purposes of these Terms, the following capitalized terms used herein shall have the meaning given to them below:

<b>Act on Provision of Electronic Services</b>	means Act of 18 July 2002 on the provision of electronic services (J.L. no. 144, item 1204, as amended);
<b>Civil Code</b>	means the Act of 23 April 1964, the Civil Code (J.L. of 2020, item 1740, as amended);
<b>Consumer</b>	means a natural person who performs a legal act unrelated directly with its business or professional activity;
<b>Consumer Rights Act</b>	means the Act of 30 May 2014 on consumer rights (J.L. of 2014, item 827, as amended);

<b>Copyrights Act</b>	means the Act of 4 February 1994 on copyright and related rights (J.L of 1994, item 83, as amended);
<b>End-User</b>	means TETRISLY end-user;
<b>Gumroad</b>	means Gumroad Inc., a Delaware corporation managing the Gumroad Platform;
<b>Gumroad Platform</b>	means self-publishing digital marketplace platform to sell digital content available at: <a href="https://gumroad.com">https://gumroad.com</a> ;
<b>Gumroad Terms</b>	means Gumroad Platform Terms of Service (User Agreement) and Privacy Policy available at <a href="https://gumroad.com/">https://gumroad.com/</a> (Gumroad Platform) or any other documents, setting the rights and obligations of access to Gumroad Platform;
<b>Information</b>	means any data, information, or other content entered into the Website or sent through, to or from the Website;
<b>Intellectual Property</b>	means technical information and data of all kinds, whether subject to statutory protection or not, including but not limited to computer software (both source code and binaries, either in whole or in part), technical data packages, inventions, drawings, designs, patents, test results, manufacturing information, know-how and trade secrets or other confidential or proprietary information (in whatever form and on whatever medium stored or held) acquired, created, developed, designed or otherwise prepared, utilized or relied upon by VirtusLab;
<b>Intellectual Property Rights</b>	mean patents, patent applications, registered and unregistered designs, design rights, copyright, database rights, trademarks, and other like forms of statutory protection conferring rights in Intellectual Property, as well as rights arising as a result of the application of the laws of confidentiality or contracts, in appropriate circumstances, to trade secrets and unpublished know-how;
<b>IT Consulting</b>	means IT consulting services provided by VirtusLab to the Users, the scope of which may be agreed individually between VirtusLab and the User beyond the functionalities of this Website;
<b>Lemon Squeezy</b>	means Lemon Squeezy, LLC, a Delaware corporation managing the Lemon Squeezy Platform;
<b>Lemon Squeezy Platform</b>	means self-publishing digital marketplace platform to sell digital content available at: <a href="https://www.lemonsqueezy.com/">https://www.lemonsqueezy.com/</a> ;
<b>Lemon Squeezy Terms</b>	means Lemon Squeezy Platform Terms of Service (User Agreement) and Privacy Policy available at <a href="https://www.lemonsqueezy.com/">https://www.lemonsqueezy.com/</a> (Lemon Squeezy Platform) or any other documents, setting the rights and obligations of access to Lemon Squeezy Platform;
<b>License Agreement/EULA</b>	means the agreement setting forth terms and conditions under which VirtusLab grants the license to download, install, access, use, modify and distribute TETRISLY;

<b>License Plan</b>	means TETRISLY License Plan as prescribed in the Subscription Plan/License Plan Section of Gumroad EULA, Lemon Squeezy EULA and on the Website under the following link: <a href="http://tetrisly.com/pricing">http://tetrisly.com/pricing</a> ;
<b>Newsletter</b>	means an electronic service consisting of occasional sending by VirtusLab of up-to-date information about VirtusLab activities, or commercial information concerning TETRISLY products or services, including IT Consulting services, to Users who have subscribed to the Newsletter;
<b>Personal Data</b>	means any information related to an identified or identifiable natural person;
<b>Privacy Policy</b>	means our privacy statement, which was published at the link <a href="https://tetrisly.com/privacy">https://tetrisly.com/privacy</a> .
<b>Subscription Plan</b>	means TETRISLY Subscription Plan as prescribed in the Subscription Plan/License Plan Section of Gumroad EULA, Lemon Squeezy EULA and on the Website under the following link: <a href="http://tetrisly.com/pricing">http://tetrisly.com/pricing</a> ;
<b>Terms</b>	mean these terms and conditions of use of the Website;
<b>TETRISLY</b>	means: (i) "Component Library" for wireframing and "Starter Kit for Design System", developed and owned by VirtusLab, together with any upgrades and documentation, except for the third-party software, as defined in detail in the EULA, working as a development environment extension (plug-in) for the design tools, or (ii) license granted to the TETRISLY End-Users, depending on the context;
<b>User</b>	means any natural person visiting the Website or using the services available on the Website, as the case may be;
<b>VirtusLab</b>	has the meaning ascribed to it in section 1.2 above.
<b>Website</b>	means <a href="https://tetrisly.com">https://tetrisly.com</a> and its subpages owned by VirtusLab;

- 2.2 Any capitalized terms defined herein shall have the same meaning in the entire Terms, regardless of their grammatical form, unless these Terms expressly provide otherwise.
- 2.3 These Terms shall be read and interpreted in connection with the content of the Website, and as the case may be, with the content of Gumroad Platform, Gumroad Terms or License Agreement, Lemon Squeezy Platform, Lemon Squeezy Terms or License Agreement.
- 2.4 The section titles in the Terms are for convenience only and have no legal effect.

### 3. [APPLICABILITY]

- 3.1 These Terms apply to all Users of the Website without any limitations.
- 3.2 By accessing, browsing, searching or using the Website in any other way, the User hereby acknowledges that he/she has read, understood and accepted these Terms and any additional documents or policies incorporated into or referred to in these Terms.

- 3.3 In case of any material change to these Terms since the last use of the Website, the User acknowledges and agrees that its continued access to the Website constitutes its acceptance of the changed Terms.

#### **4. [TECHNICAL REQUIREMENTS]**

- 4.1 The minimum technical requirements for the Users to use the Website are:
- a) a functioning device with access to a stable Internet connection (e.g. computer, tablet, smartphone);
  - b) updated and correctly configured Internet browser with cookies and JavaScript enabled.
- 4.2 As the Internet is an open network that can be accessed by anyone, making it a space with limited security, the use of the Website via the Internet is connected with the threats such as, e.g. malware, spam, and intrusion into User's IT systems that the User should be aware of.
- 4.3 VirtusLab applies modern means to mitigate as much as possible the potential risk of the threats connected with the use of the Website and advises the Users that they also undertake actions to limit these risks when browsing the Website, such as e.g. use of the original system and applications from legal sources, regular update of the software, use of anti-virus software and active firewall, deletion of emails of unknown origin.

#### **5. [PURPOSE OF THE WEBSITE, NO OFFER]**

- 5.1 The purpose of this Website is to promote and inform the Users of TETRISLY owned by VirtusLab, its functionalities, distribution channels and VirtusLab activity in the area of IT Consulting.
- 5.2 The information published on the Website referring to TETRISLY or IT Consulting does not constitute an offer made by VirtusLab within the meaning of Article 66 § 1 of the Civil Code.
- 5.3 VirtusLab neither licenses TETRISLY nor renders IT Consulting services directly through the Website. The User's orders for VirtusLab products or services shall not be placed on the Website.
- 5.4 VirtusLab reserves the right to reject any inquiries made on the basis of the content of the Website, construed as an offer.

#### **6. [USE OF THE WEBSITE]**

- 6.1 The User shall use the Website in a manner consistent with its intended purpose described in section 5 above and in accordance with all applicable laws and these Terms.
- 6.2 In particular, the User shall not:
- a) provide any unlawful content, including offensive, untrue, immoral, promoting violence or hatred Information;
  - b) take actions aimed at disrupting the functioning of the Website and gaining access to Information or data not intended for the User;
  - c) use the Website to distribute spam or unsolicited commercial information;

- d) provide misleading or false data when using the Website, including in particular fictitious or somebody else's Personal Data for contact purposes;
  - e) undertake any actions contrary to these Terms, applicable laws, morality, social conduct rules or violating the rights and interests of VirtusLab, other Users or any third parties.
- 6.3 VirtusLab shall immediately delete any illegal content from the Website; however, it may keep it for archiving or statistical purposes and for pursuing potential claims or liability purposes if this complies with mandatory rules of law.
- 6.4 Access to the Website is provided by VirtusLab at its own discretion. VirtusLab does not warrant that the Website or any content therein will always be available or that access thereto will not be permanently or temporarily impaired; in particular, VirtusLab is able to suspend, discontinue or modify any elements of the Website without notice.
- 6.5 VirtusLab does not bear any liability for lack of access or restricted access to the Website for any reason at any time and during any term.
- 6.6 VirtusLab shall not be responsible for the Information transmitted through the Website, nor can it guarantee full security of the communications conducted via the Website.

## **7. [INTELLECTUAL PROPERTY RIGHTS]**

- 7.1 The content of the Website, in particular the works, trademarks, logos, service marks and trade names published on the Website, are protected by Intellectual Property law, in particular the Copyrights Act.
- 7.2 VirtusLab is the owner or licensee of all Intellectual Property Rights vested in the Website.
- 7.3 The use of the Website does not imply acquiring by the User any Intellectual Property Rights to the content of the Website.
- 7.4 The User shall strictly observe VirtusLab Intellectual Property Rights. In particular, it is forbidden to:
- a) copy, distribute, sell, use or modify any Information or components of the Website, either in whole or in part, in any manner whatsoever, including online and on storage media;
  - b) send, publish, disseminate, modify, develop, re-use or market the content of the Website in any way that would exceed permitted personal use, in any manner whatsoever, in particular, online or on storage media;
  - c) place links to the Website in a manner that could prevent source identification;
  - d) interfere with the Website's software code;
  - e) attempt to gain unauthorized access to the Website, the server on which the Website is stored, the computer or databases associated with the Website;
  - f) use software interfering with the Website's operation;
  - g) use the Website for a purpose or in a manner other than the one specified in these Terms, in particular for commercial purposes.
- 7.5 The User hereby represents that any Information sent, used or stored by the User on or through the Website is free from any legal defects or claims of any third parties. The User shall have all rights and authorizations required for sending, using and storing such Information, and such activities shall not infringe the rights or property of any third parties and mandatory provisions of the applicable law.

7.6 The User authorizes VirtusLab to store on the Website, free of charge, the Information provided by the User and use it in such a manner as shall be required to comply with the purpose for which it was provided.

## **8. [TETRISLY]**

- 8.1 TETRISLY is the property of VirtusLab that holds all Intellectual Property Rights, including copyrights to TETRISLY and its components.
- 8.2 TETRISLY is governed by the License Agreement / EULA, which is made available to interested Users on the Website under the link <https://tetrisly.com/license>, and is licensed according to the Subscription Plan or License Plan respectively.
- 8.3 TETRISLY (license), under the EULA terms, may be purchased by the End-User at Gumroad Platform and/or Lemon Squeezy Platform, which are among the TETRISLY distribution channels used by VirtusLab.
- 8.4 No ownership of TETRISLY is transferred to the End-User. End-User acquires only a license as prescribed in EULA.
- 8.5 By purchasing TETRISLY (license) through the Gumroad Platform and/or Lemon Squeezy Platform, the purchaser unconditionally agrees to be bound by the Gumroad and/or Lemon Squeezy Terms and License Agreement/EULA respectively, published (including through a link) on the Gumroad Platform/Lemon Squeezy Platform applicable at the time of purchase, and other generally applicable provisions of law governing the Gumroad Platform and/or Lemon Squeezy Platform respectively.
- 8.6 For the avoidance of doubt, VirtusLab is the licensor of TETRISLY, and TETRISLY End-User purchasing TETRISLY (license) on Gumroad and/or Lemon Squeezy shall be bound by the License Agreement executed between VirtusLab and the End-User.
- 8.7 To the maximum extent permitted by the applicable law, VirtusLab shall not be liable in any way for respectively Gumroad Platform and/or Lemon Squeezy operations or any breach of rights and obligations under the agreement executed between the End-User and Gumroad and/or Lemon Squeezy upon acceptance of the Gumroad Terms/Lemon Squeezy Terms in connection with the purchase of TETRISLY (license) through Gumroad Platform/Lemon Squeezy Platform.
- 8.8 VirtusLab reserves the right to choose TETRISLY distribution channels at its own discretion. VirtusLab can also distribute TETRISLY through distribution channels other than Gumroad and Lemon Squeezy.
- 8.9 Any inquiries regarding the purchase of TETRISLY (license) may be submitted to the following email address: [hello@tetrisly.com](mailto:hello@tetrisly.com).

## **9. [IT CONSULTING]**

- 9.1 The Website provides the Users with the information on VirtusLab activity in the field of IT Consulting, in particular in connection with the use of TETRISLY.
- 9.2 To obtain more detailed commercial information on the scope of the services provided by VirtusLab as IT Consulting, the User may contact VirtusLab through the Website.
- 9.3 Obtaining the information on VirtusLab IT Consulting requires providing the User's email address for the purpose of contact and granting consent to send commercial information

by VirtusLab. Subsequent communication may require additional data. For more information, see our Privacy Policy.

- 9.4 Commercial information is considered solicited if the User has consented to receive such information, in particular, has provided an email address identifying him/her for this purpose.
- 9.5 For the avoidance of doubt, IT Consulting services are not rendered automatically through the Website and do not constitute "provision of the services by electronic means" within the meaning of the Act on Provision of Electronic Services.

## **10. [NEWSLETTER]**

- 10.1 The User may subscribe to the Newsletter, if the Website enables such functionality.
- 10.2 By subscribing to the Newsletter, the User agrees to receive a Newsletter from VirtusLab to the email address provided by the User, with the frequency specified on the Website.
- 10.3 The Newsletter service is free of charge, for an unlimited term.
- 10.4 Provision of the Newsletter service requires granting consent to receive the Newsletter, providing the User's email address. and clicking on the Newsletter activation link received by the User to the email provided.
- 10.5 The User has the right to unsubscribe from the Newsletter subscription list at any time by clicking "unsubscribe" at the bottom of the Newsletter email. In such case, the Newsletter service is terminated.
- 10.6 The Consumer may also withdraw from the Newsletter service within 14 (fourteen) days as of the date of placing an order for the Newsletter by submitting a statement on withdrawal to [hello@tetrisly.com](mailto:hello@tetrisly.com) or to VirtusLab registered office address. To observe the term for withdrawal it is sufficient to send the information on the withdrawal before the deadline. The Consumer's statement on withdrawal may be filed using the form attached as appendix no. 2 to the Act on Consumer Rights. In case of withdrawal, the Newsletter service agreement is considered not concluded.
- 10.7 The Consumer is not entitled to withdraw from the Newsletter service if the performance of the Newsletter service has began upon its explicit consent before the expiry of the 14 (fourteen) day period for withdrawal and after VirtusLab informs him/her of the loss of the right of withdrawal, i.e. from the moment of activation of the Newsletter by clicking on the activation link.
- 10.8 VirtusLab may terminate the Newsletter service with immediate effect with respect to all Users that subscribed to the Newsletter, for any cause.
- 10.9 The User may report any complaints related to the Newsletter service to [hello@tetrisly.com](mailto:hello@tetrisly.com) or to VirtusLab registered office address, including data of the person submitting the complaint and description of irregularities in the Newsletter service. VirtusLab shall handle the complaint within 14 (fourteen) days as of their receipt.
- 10.10 The Consumer is also entitled to use out-of-court complaint and claims enforcement procedures, particularly with the support of the municipal (district) Consumer Ombudsman or the European online platform for dispute resolution (ODR) between entrepreneurs and consumers, available at the following web address: <http://ec.europa.eu/consumers/odr>.
- 10.11 Provisions of this section 10 referring to the Consumers shall apply accordingly to the Users being entrepreneurs running a sole proprietorship, entering into contracts of a non-professional nature granted a Consumer nature rights under the provisions of law.

## **11. [WEBSITE OPERATION ISSUES]**

- 11.1 The User may report any issues related to the Website operation to [hello@tetrisly.com](mailto:hello@tetrisly.com).
- 11.2 Whenever such notification is made, VirtusLab shall promptly fix an issue.
- 11.3 Fixing the issue may interfere with the operations of the Website.
- 11.4 If a source of any issue, including a data security breach, is attributable to the User's resources, the User shall promptly fix the issue and notify VirtusLab thereof. VirtusLab may also fix the problem independently, without the User's consent, at User's risk and responsibility.
- 11.5 VirtusLab may freely decide not to fix minor issues that do not prevent the use of the Website.

## **12. [LIABILITY]**

- 12.1 To the maximum extent provided by the applicable law, VirtusLab liability for damages related to the access to or use of the Website is excluded. In particular, VirtusLab shall in no circumstances be liable for lost profits, loss of data, damage to business continuity, loss of reputation or claims of any third parties under any title whatsoever.
- 12.2 VirtusLab shall not be liable for damages caused by viruses and other software, by accessing or downloading materials from the Website, disruptions in access to the Website, User's equipment malfunctions, Internet connection cuts, malfunctions of telecommunication systems or software installed on User's computer equipment.
- 12.3 If the User downloads any content from the Website, it is at its own risk and responsibility.
- 12.4 The User shall indemnify and hold harmless VirtusLab, its affiliates, licensors and their respective officers, directors, employees or contractors from and against any third-party claims resulting from the User's violation of these Terms.
- 12.5 VirtusLab liability for TETRISLY shall be provided for in the EULA.

## **13. [PRIVACY POLICY]**

- 13.1 VirtusLab cares about the Users' privacy and implements appropriate personal data protection standards when they visit the Website or contact VirtusLab via phone or email.
- 13.2 Rights of the Users referring to the data privacy are included in the Privacy Policy.

## **14. [COOKIES POLICY]**

- 14.1 VirtusLab collects information about the User's behavior on the Website by using cookies.
- 14.2 More information about storing and gaining access to cookies is included in VirtusLab Cookies Policy.

## **15. [AMENDMENTS]**

- 15.1 VirtusLab is entitled to amend these Terms at any time, for any reason, at its own discretion, in particular, if at least one of the following important reasons occurs:
  - a) change of VirtusLab data;
  - b) changes in the provisions of law having a direct impact on the content of these Terms or VirtusLab business;



- c) issuance of decisions or rulings of administrative bodies or courts affecting the operations of the Website;
  - d) implementation of new technological solutions concerning the Website or aimed at improving the operation of the Website;
  - e) implementation of solutions aimed at improving privacy and preventing abuses;
  - f) need to remove the ambiguities, errors, or typing mistakes that have appeared herein.
- 15.2 VirtusLab shall inform the Users of the amendments to these Terms by publishing amended Terms on the Website.
- 15.3 The User agrees to be bound by the amended Terms by continued use of the Website.
- 15.4 License Agreement/EULA, Privacy Policy or Cookies Policy referred to in these Terms may be amended by VirtusLab irrespective of these Terms, as the case may be.

## **16. [SEVERABILITY]**

- 16.1 If any provision of these Terms turns out to be invalid, redundant or unenforceable, such a provision or its part, to the relevant extent, shall be interpreted as removed, while other provisions of these Terms shall remain intact and shall continue to be in force.
- 16.2 If any redundant, unenforceable or invalid provision of these Terms turns out to be necessary, enforceable and valid after the removal of a part of the provision, then it shall apply following the introduction of a modification to the smallest extent required for it to be deemed necessary, valid and enforceable to reflect VirtusLab intentions.

## **17. [GOVERNING LAW]**

- 17.1 These Terms shall be governed by Polish law, particularly provisions of the Civil Code, Copyrights Act, Act on Provision of Electronic Services and GDPR.
- 17.1 Irrespective of the above, the Users shall benefit from any overriding mandatory provisions of their country or region of residence, if applicable to them.

## **18. [JURISDICTION]**

- 18.1 Any doubts, claims, disputes or matters arising out of or in connection with these Terms as to the validity, performance, termination or interpretation thereof shall be resolved through negotiations. Should the negotiations fail, a Polish court competent for VirtusLab registered office in Kraków, Poland, shall resolve any of the above.

## **19. [NO ASSIGNMENT]**

- 19.1 The Terms, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by the User, but may be assigned or transferred by VirtusLab without any limitations.