

TETRISLY END USER LICENSE AGREEMENT (EULA)

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This License Agreement sets forth rules governing the use of **TETRISLY** and is concluded between you and the Licensor. By entering into this Agreement you confirm that you have reached the age of majority under governing law; and/or you represent a legal person; or organizational unit without legal personality. Individuals who have not reached the age of majority must secure consent of their legal guardian or their legal guardian shall conclude the License Agreement on their behalf (subject to the applicable provisions of law). Please ensure you have the necessary authority to enter into this EULA on behalf of the End User before proceeding.

THIS LICENSE AGREEMENT SHOULD BE THOROUGHLY READ PRIOR TO THE FIRST USE OF TETRISLY. IF YOU INSTALL OR USE TETRISLY, THIS MEANS YOU ACCEPT, AND UNDERTAKE TO COMPLY WITH THIS LICENSE AGREEMENT. IF YOU DO NOT ACCEPT THE LICENSE AGREEMENT, YOU SHOULD NOT INSTALL TETRISLY OR YOU SHOULD UNINSTALL TETRISLY AND REMOVE TETRISLY FROM YOUR DEVICE.

1. [DEFINITIONS]

For purposes of the License Agreement, the capitalized definitions below, whether in singular or plural, shall have the meaning as specified below:

- **Additional Terms** – terms and conditions referred to in Third-Party Software Section, and on the TETRISLY's website under the following link: <https://tetrisly.com/terms>;
- **Design Tools** – design software tools, which are compliant with TETRISLY. Currently supported is Figma software, as prescribed in the Technical Conditions Section;
- **Effective Date** – the date of conclusion of this EULA; the date of acquisition, download, installation or first use of TETRISLY by the End User whichever comes first;
- **End Product** – one of the following: for digital work that is the final design for your personal/individual usage (for non-commercial purposes) or commercial work which is prepared thanks to TETRISLY (but does not incorporate TETRISLY); for digital work that is a result that incorporates TETRISLY as well as other components, so that it is larger in scope and different in nature than TETRISLY. For example, End Product includes the structure of symbols but the visual aspect is different rather than in TETRISLY;
- **End User / you** – natural person with full capacity; or natural person without full capacity if under governing law their legal guardian has either given consent to the conclusion of the License Agreement or has concluded the License Agreement on their behalf; or legal person; or an organizational unit without legal personality (and their affiliates, staff and subcontractors acting on their behalf);
- **Lemon Squeezy Platform** – self-publishing digital marketplace platform to sell digital content available at: <https://www.lemonsqueezy.com>.
- **Lemon Squeezy Terms** – Lemon Squeezy Platform Terms of Service (User Agreement) and Privacy Policy available at <https://www.lemonsqueezy.com> (Lemon Squeezy Platform), setting the rights and obligations of access to Lemon Squeezy Platform.
- **Intellectual Property** – 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 the Licensor;
- **Intellectual Property Rights** – 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;
- **License Agreement / EULA** – this agreement setting forth terms and conditions under which the Licensor grants you the license to download, install, access, use, modify and distribute TETRISLY;
- **License Fee** – fee to be paid to the Licensor for granting the License as prescribed in the Subscription Plan/License Plan Section and on the TETRISLY's website under the following link: <https://tetrisly.com/pricing>;
- **License Plan** – License Plan as prescribed in the Subscription Plan/License Plan Section and on the TETRISLY's website under the following link: <https://tetrisly.com/pricing>;
- **License Term** – license term as prescribed in the Term Section;
- **Licensor** – Virtus Lab sp. z o. o., ul. Zofii Nałkowskiej 23, 35-211 Rzeszów, Poland, National Court Register entry No. KRS: 349785, Tax Id. No. (NIP): 5170312965;
- **Party** – party to the License Agreement, i.e. the Licensor and/or the End User, respectively;
- **Subscription Plan** – Subscription Plan as prescribed in the Subscription Plan/License Plan Section and on the TETRISLY's website under the following link: <https://tetrisly.com/pricing>;
- **Technical Conditions** – technical conditions necessary to use TETRISLY referred to in Technical Conditions Section;
- **TETRISLY** – Component Library for wireframing and Starter Kit for Design System developed and owned by the Licensor, together with any upgrades and documentation, except for the Third-Party Software. TETRISLY works as a development environment extension (plug-in) for the Design Tools;
- **Third-Party Software** – software protected with copyrights of entities other than the Licensor. The complete list is available under the following link: https://tetrisly.com/tetrisly_open_source_used.zip.

2. [LICENSE]

2.1. TETRISLY is the property of the Licensor. TETRISLY is protected under copyright laws and other applicable laws. This License applies to End User regardless of whether TETRISLY (license) is purchased/acquired directly from the Licensor or through Lemon Squeezy services or other services.

2.2. The Licensor grants you a limited, worldwide, non-exclusive, non-transferable, non-sublicensable license for a term of End User's Subscription Plan/License Plan, to download, install, access, use, modify and distribute TETRISLY, in compliance with TETRISLY's intended use, for your internal business/commercial and/or personal/individual (non-commercial) purposes, depending on your Subscription Plan/License Plan (with the understanding that acquisition of a license exclusively for your personal/individual (non-commercial) purposes, is not limited by any term, except as otherwise provided in other provisions of this EULA). You may download, install, access, use, modify and distribute TETRISLY for your business/commercial purposes as part of your End Product only.

2.3. You are licensed to use TETRISLY to create unlimited End Products for your personal/individual (non-commercial) purposes or for your clients. End Product may be sold, licensed, sublicensed or freely distributed. You may sell, license, sublicense or distribute and make any number of copies of the End Product. You may modify or manipulate TETRISLY. You may combine TETRISLY with other works and make a derivative work from it. The resulting works are subject to the terms of this License. You may use TETRISLY multiple times, in multiple projects.

2.4. It is forbidden to download, install, use, modify or distribute TETRISLY for purposes and scope other than expressly stated in the EULA and Design Tools' Terms of Service.

2.5. It is forbidden to download, install, use, modify or distribute TETRISLY in jurisdictions that are embargoed or designated as supporting terrorist activities by the United States Government and jurisdictions whose laws do not permit engaging in business with the Licensor and/or Design Tool's creators, owners, and/or distributors.

2.6. The Licensor does not grant you any right to TETRISLY and TETRISLY's source code. TETRISLY is provided under license rather than sold.

2.7. You acquire the right to exercise and dispose of derivative rights, except TETRISLY's source code.

2.8. You are obliged to use TETRISLY in compliance with EULA and Design Tools' Terms of Service.

3. [SUBSCRIPTION PLAN/LICENSE PLAN]

3.1. You may select your Subscription Plan from the Price List specified on the following page: <https://tetrisly.com/pricing>. The Price List may also include License Plans for End Users who acquire license exclusively for their personal/individual (non-commercial) purposes. Such License Plans are available to End Users free of charge.

3.2. Tetrisly may be used for the number of users specified in the Subscription Plan and the Term of subscription.

One user refers to one device used at a given time. License Plan for the End User who acquires license exclusively for their personal/individual (non-commercial) purposes apply only to that individual who acquired the license and is not time limited. Under the Subscription Plan, you receive updates and support. Under the License Plan, you will not receive any updates or support. Subscription Plan applies to non-commercial and commercial use. License Plan applies to non-commercial use only.

3.3. By concluding this EULA you must pay the License Fee for the Subscription Plan selected. The obligation to pay the License Fee does not apply to the acquisition of a license exclusively for your individual/personal (non-commercial) purposes. Such License Plans are free of charge.

3.4. You may purchase/acquire the license selected through Lemon Squeezy services.

3.5. The License Fee is payable in advance for each term of the Subscription.

3.6. The License Fee is payable without any set-off or deduction.

3.7. The Licensor will charge you the License Fee in accordance with Lemon Squeezy Terms.

3.8. The License Fee is stated exclusive of any taxes, levies, duties, or similar assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction. You shall be responsible for paying all taxes associated with the License, except for taxes based on the Licensor's net income.

3.9. License Fee is non-cancellable and non-refundable, in particular upon early termination or expiration of the Subscription Plan, subject to the provisions of Lemon Squeezy Terms.

3.10. Lemon Squeezy will provide you a valid receipt/invoice (or it is possible to generate a valid receipt/invoice through Lemon Squeezy) for the License Fee. You will pay the License Fee through payment methods/gateways indicated by Lemon Squeezy.

3.11. If the License Fee is not paid in full by the due date, the Licensor will, without prejudice to any other rights or remedies to which it may be entitled whether hereunder or at law, be entitled to suspend or limit the License and/or permissions to use TETRISLY.

4. [TERM]

4.1. This License Agreement shall be effective and binding on the Parties as of the Effective Date.

4.2. TETRISLY shall be governed by this License Agreement, regardless of the fact whether it has been made available for download online or saved on any storage medium or otherwise.

4.3. The License Agreement is concluded for a term of Subscription Plan, as prescribed in the Subscription Plan/License Plan Section; unless it is terminated in compliance with the License Agreement. In the case of acquisition of the License Plan exclusively for your personal/individual (non-commercial) purposes, the License Agreement is not limited by any term (perpetual license), unless it is terminated, in accordance with the provisions of the License Agreement. If you wish to terminate this EULA it is sufficient to uninstall and remove TETRISLY from your device. If your Subscription Plan terminates or expires, you may continue using TETRISLY under the License Plan, you may terminate this EULA or you may purchase a new Subscription Plan.

4.4. Termination of the EULA by the Licensor shall be effective at the moment you have been notified thereof or once the Licensor has decided to withdraw TETRISLY as their product.

4.5. The Licensor may decide to terminate the License Agreement with immediate effect if you do not comply with any provisions included herein or Additional Terms.

4.6. Following the expiry or termination of the License Agreement, you will not be entitled to further use of TETRISLY, subject to permitted use under this EULA (existing End Products). In this case you should promptly uninstall and remove TETRISLY from any devices, computers, servers, where TETRISLY has been installed, and destroy/remove any copies of TETRISLY held as well as remove any files related to TETRISLY. Your existing End Products, which uses or includes TETRISLY, may be distributed after expiration of the License. Termination/expiration of the Subscription Plan will result in no updates and support for TETRISLY used or built in your End Product, and no commercial use of TETRISLY, except for items already built in your existing End Products. Your existing End Products, that use or include TETRISLY, may be distributed upon termination/expiration of the Subscription Plan. You may also use TETRISLY for non-commercial purposes under the License Plan.

4.7. All provisions of the License Agreement that continue to be in force in spite of the expiry or termination of the License Agreement shall continue to be in force and binding on the Parties following the expiry or termination of the License Agreement. The above shall apply in particular to Restrictions, Copyrights, Limited Liability, Limited Warranty, Confidentiality Sections.

5. [RESTRICTIONS]

5.1. You may not, either directly or indirectly:

- sell, rent, lease, lend, license, share, distribute, market or use TETRISLY otherwise than as part of your End Product;
- sell, rent, lease, lend, license, share, distribute, market or use TETRISLY as a standalone software/product;
- redistribute TETRISLY as stock, in a tool or template, or with source files. You can't do this with TETRISLY either on its own or bundled with other software/products, even if you modify TETRISLY. You can't redistribute or make TETRISLY available as-is or with superficial modifications;
- sell or distribute TETRISLY on your website or marketplaces like ThemeForest, Creative Market, etc. (even for free) as well as resell, lease, license, sublicense or redistribute a purchased/acquired item on its own (even for free);
- attempt to export TETRISLY's source code, decode or modify TETRISLY, either in whole or in part, or allow any Third-Parties to attempt any such activities;
- reverse engineer, decompile, disassemble, modify, adjust, translate, multiply, make any source code based derivative works, amend, copy, disclose TETRISLY's source code or allow any Third-Parties to attempt any such activities, except for when the Licensor explicitly provides such an option and in compliance with its intended use.
- disclose to any Third-Party any information or data pertaining to TETRISLY or related works/products/documents except for when the Licensor explicitly provides such an option and in compliance with the intended use or when such an option or obligation is prescribed by mandatory rules of law;
- amend or modify disclaimers, identifications or copyright notices or other disclaimers, identifications or Intellectual Property Right notices present in TETRISLY and related works/products/documents;
- create, use, share and/or publish in any way related to TETRISLY any works/products/documents which would be in breach of a confidentiality obligation or Intellectual Property Rights or would instigate pirating, cracking or distributing any illegal software;
- send or disseminate viruses, Trojan horses, worms, infected files and/or similar malware in reference to TETRISLY and/or organize, participate or engage in any way in attacks on servers of the Licensor or of its partners or use TETRISLY for fraud related purposes or undertake any other activities in breach of applicable laws;
- make any unjustified claims related to the use of TETRISLY.

5.2. You are obliged to:

- undertake relevant steps to ensure the security and protection of TETRISLY, their source code and data and information processed with the use of TETRISLY, and INDEMNIFY AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ANY LIABILITY IN THE EVENT OF THE LOSS OF THE ABOVE DATA OR INFORMATION OF ANY THIRD PARTIES AS A RESULT OF FAILURE TO UNDERTAKE THE AFOREMENTIONED RELEVANT STEPS;
- use TETRISLY in compliance with their intended use and in compliance with the License Agreement and the Additional Terms;
- use TETRISLY in compliance with laws applicable in a country or region of residence or a country or region where they use TETRISLY.

5.3. YOU WILL BE RESPONSIBLE FOR ANY DAMAGE INFLICTED TO THE LICENSOR, THEIR PARTNERS OR OTHER USERS OF TETRISLY. YOU UNDERTAKE TO INDEMNIFY AND HOLD THE LICENSOR, THEIR PARTNERS AND OTHER USERS OF THE APPLICATION HARMLESS IN THE EVENT OF ANY CLAIMS, SUITS, LIABILITY, DAMAGE AND RELATED EXPENSES, IN PARTICULAR LEGAL COSTS OCCURRING, DIRECTLY OR INDIRECTLY, DUE TO YOUR FAULT AND/OR IN CONNECTION WITH YOUR UNDUE PERFORMANCE OF EULA AND/OR IN CONNECTION WITH YOUR IMPROPER USE OF TETRISLY.

5.4. Any Third-Party acting on behalf of End User, including their affiliates and/or staff, may download, install, use, modify or distribute, subject to and on condition of End User's adherence to the following:

5.4.1. End User remains responsible for all of End User's obligations under this EULA. Any agreement concluded between you and your affiliates and/or staff, contains restrictions to protect the Licensor's rights in TETRISLY that are no less restrictive than those contained in this EULA;

5.4.2. End User prohibits downloading, installation, use, modifying or distribution of TETRISLY by the Third-Party for any purpose other than End User's or their affiliates sole benefit;

5.4.3. End User is solely responsible to the Licensor for any and all breaches of this EULA by any Third-Party;

5.4.4. Any restrictions herein must be observed by the Third-Party.

6. [COPYRIGHTS]

6.1. You acknowledges and accept that:

6.1.1. no title to or ownership of TETRISLY is transferred to you. TETRISLY is not sold to you. You purchase/acquire only a license as prescribed in the License section.

6.1.2. all Intellectual Property Rights to TETRISLY and related works, products and documents, are the exclusive property of the Licensor and/or its Third-Party licensors. The Licensor and/or their Third-Party licensors (accordingly) retain all right, title and interest in and to all Intellectual Property Rights in TETRISLY, including any adaptations or copies thereof;

6.1.3. nothing in this EULA is aimed at transferring the above rights (6.1.1. and 6.1.2.) onto you or any other Third-Party. Except for the license, as prescribed in the License section, you do not have any other rights, including, in particular, copyrights to TETRISLY or its components or any other industrial property rights or copyrights to TETRISLY. The Licensor's copyrights are protected under applicable domestic and international laws.

6.2. You give the Licensor consent to the use of any possible means aimed at the protection of TETRISLY and the prevention of unauthorized sharing and use of TETRISLY, including with Third-Party tools, such as Lemon Squeezy license keys. You acknowledge and accept that the Licensor has the right to undertake direct and immediate actions in the event of any breach of the right to TETRISLY and that they are entitled to enforce their rights in any manner.

6.3. You acknowledge and accept the fact that the 'TETRISLY' and 'VIRTUS LAB' word and mark, and any word and marks in TETRISLY encompassing the word 'TETRISLY' or 'VIRTUS LAB', belongs to the Licensor, and you acknowledge and undertake not to make any claims concerning rights, titles to or interests in the above marks.

7. [THIRD-PARTY]

7.1. TETRISLY may operate in combination with, use or include, the Third-Party Software. A license for the Third-Party Software is purchased/acquired from a licensor, in compliance with terms and conditions specified by the Licensor. TETRISLY may operate in combination with, use or include software under Design Tool, Apache 2.0, MIT or ISC licenses.

7.2. The Licensor is not the owner of the Third-Party Software; nor does it have any Intellectual Property Rights thereto; therefore, it does not grant any license for the Third-Party Software.

7.3. The Third-Party Software may be governed by additional terms and conditions (the "Additional Terms"). You are obliged to comply with the Additional Terms. You should thoroughly read the Additional Terms prior to the downloading and/or installation of TETRISLY.

7.4. This License Agreement shall not affect any of your rights or obligations resulting from the Additional Terms. In case of a discrepancy between EULA and the Additional Terms, the Additional Terms shall prevail.

7.5. This EULA will also apply to the applicable Third-Party Software as long as they are not in conflict.

7.6. Except for cases when a Third-Party Software provider gives consent thereto, you may not undertake with respect to the Third-Party Software the activities specified in the Restrictions Section.

8. [LIMITED LIABILITY]

8.1. NEITHER THE LICENSOR NOR ANY OF ITS THIRD-PARTY LICENSORS, SUBSIDIARIES OR STAFF WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, TORT, ECONOMIC OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

8.2. IF THE LICENSOR WERE TO BE LIABLE TO YOU, YOUR AFFILIATES OR STAFF, THE ONLY REMEDY AVAILABLE IN THE EVENT OF A DISPUTE IS AN OPTION TO DISCONTINUE USING TETRISLY, UNLESS MANDATORY RULES OF LAW, LEMON SQUEEZY TERMS OR A SEPARATE WRITTEN AGREEMENT PRESCRIBE ANY FURTHER-REACHING RIGHTS.

8.3. THE LICENSOR WILL NOT BE LIABLE FOR THE CONSEQUENCES OF THE INSTALLATION AND OPERATION OF THE THIRD-PARTY SOFTWARE; NEITHER DOES IT GRANT ANY WARRANTY OF THE THIRD-PARTY SOFTWARE'S AVAILABILITY, UNLESS MANDATORY RULES OF LAW, LEMON SQUEEZY TERMS OR A SEPARATE WRITTEN AGREEMENT STIPULATE SUCH LIABILITY OR WARRANTY OF THE LICENSOR. THE LICENSOR WILL NOT BE LIABLE FOR THE END USER'S, THEIR AFFILIATES' OR STAFF'S ACTIONS CARRIED OUT WITH THE INSTALLATION AND/OR USE OF THE THIRD-PARTY SOFTWARE.

8.4. THE ABOVE PROVISIONS DO NOT LIMIT THE LICENSOR'S LIABILITY FOR DEATH OR INJURY FOR REASONS ATTRIBUTABLE TO THE LICENSOR IF SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED.

8.5. IF UNDER GOVERNING LAW IT IS NOT POSSIBLE TO CONTRACTUALLY EXCLUDE OR LIMIT SUCH SCOPES OF LIABILITY, ANY EXCLUSION OR LIMITATION SET FORTH HEREIN WILL NOT APPLY.

9. [LIMITED WARRANTY]

9.1. YOU EXPLICITLY REPRESENT AND ACCEPT TO USE TETRISLY AT THEIR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, TETRISLY IS SUPPLIED TO YOU 'AS IS' AND 'AS AVAILABLE'. THE LICENSOR DOES NOT GRANT YOU ANY WARRANTIES OR STATUTORY WARRANTIES, EXPRESSED OR IMPLIED, IN PARTICULAR REFERRING TO: COMPLIANCE, ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY AND SECURITY; THE ABSENCE OF ERRORS OR OBLIGATION TO FIX THEM; THE ABSENCE OF VIRUSES OR OTHER MALWARE; FITNESS FOR A SPECIFIC PURPOSE OR USER SATISFACTION.

9.2. YOU EXPLICITLY REPRESENT AND ACCEPT THAT TETRISLY IS NOT INTENDED FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ANY BREAKDOWN, DELAY, ERROR OR INACCURACY MIGHT CAUSE DEATH, INJURY OR SERIOUS DAMAGE.

9.3. YOU ARE FULLY RESPONSIBLE FOR THE SELECTION OF TETRISLY FOR SPECIFIC PURPOSE AND FOR THE INSTALLATION, USE OR RESULTS OBTAINED THROUGH TETRISLY. THE LICENSOR DOES NOT GUARANTEE THAT TETRISLY'S FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT TETRISLY WILL OPERATE UNINTERRUPTEDLY AND ERROR FREE, UNLESS IT IS STIPULATED IN A SEPARATE WRITTEN AGREEMENT (SLA). THE LICENSOR DOES NOT GUARANTEE THAT TETRISLY IS COMPLIANT WITH ANY THIRD-PARTIES' SOFTWARE OR SERVICES.

9.4. IF UNDER GOVERNING LAW IT IS NOT POSSIBLE TO CONTRACTUALLY EXCLUDE OR LIMIT SPECIFIC WARRANTIES OR STATUTORY WARRANTIES, SUCH EXCLUSION OR LIMITATION SET FORTH HEREIN SHALL NOT APPLY.

10. [CONFIDENTIALITY]

10.1. During the License Term, the Licensor and the End User can mutually share confidential information. Each Party to the License Agreement undertakes not to disclose to any Third-Parties the above information without the other Party's explicit consent. Any confidential information shall be marked as confidential, unless its confidential nature results from circumstances and is evident.

10.2. Information shall not be deemed confidential if on the date of their disclosure, the information:

- had been earlier publicly announced;
- had been earlier known to the receiving Party.

10.3. The Parties undertake to take relevant steps to ensure confidentiality of any information and data shared with the other Party or obtained during the performance of the License Agreement.

10.4. The above confidential information related obligations shall remain in force for a period of ten (10) years from an information disclosure date.

11. [TECHNICAL CONDITIONS]

11.1. TETRISLY can only be installed on the device that meets the minimum Technical Conditions:

- operating system working with End User's Design Tool.
- access to the Internet;
- active email address;
- current version of a browser:
Google Chrome, Apple Safari, Mozilla Firefox or a similar one;
- Design Tool:

Figma – available at <https://www.figma.com/downloads>, or as a tool available through browser.

11.2. TETRISLY does not send or share with any Third-Parties any data from the device that are not directly related to the TETRISLY operation. Processing of personal data shall be governed by the Privacy Policy as prescribed on the TETRISLY's website under the following link: <https://tetrisly.com/privacy>.

11.3. The Licensor is not obliged to provide technical support for TETRISLY except for cases when this is prescribed by applicable laws or if provided for in the EULA.

12. [NO ASSIGNMENT]

12.1. This EULA and rights and obligations under this EULA may not be transferred or assigned onto any Third-Parties, whether in whole or in part, without the prior written consent of the Licensor. Any such attempted transfer or assignment shall be void and of no effect.

13. [WAIVER]

13.1. No waiver of any right under this EULA will be effective unless in writing and signed by a duly authorized representative of the Licensor. If the Licensor does not exercise or enforce any rights or remedies stipulated in this EULA or in applicable laws, this does not mean that the Licensor resigns from these rights or remedies. If any given right or remedy is not exercised or is partially exercised, this does not exclude or limit the exercise or enforcement of this or another right or remedy in the future.

14. [INTEGRITY]

14.1. This EULA, together with any other purchase/acquisition documents or other agreements between you and The Licensor represents the entire agreement between the Parties pertaining to its subject matter and replaces any prior agreements between you and the Licensor pertaining to TETRISLY, without prejudice to the Third-Party licenses. You acknowledge and agree that no representations (whether written or oral) made by or on behalf of the Licensor (other than those expressly set out herein, subject to section 14.2 hereof) have been relied upon by you. You hereby irrevocably and unconditionally waive any right you may have to claim damages for any misrepresentation or breach of representation not expressly set out or referred to herein unless such misrepresentation or representation was made fraudulently.

14.2. The Licensor reserves the right to amend, update, modify, add or remove some EULA provisions for reasons related to security, change of regulations or software upgrades. Such changes will be effective following prior notification thereof made to you. Any further use of TETRISLY following the introduction of any changes hereto shall mean that you accept any changes made, without reservations.

14.3. The Licensor may release TETRISLY upgrades, including limitations of TETRISLY's functionalities as well, in particular in connection with a need to upgrade, develop, enhance or optimize TETRISLY. You accept the fact that TETRISLY may automatically install or download the upgrades. You accept the fact that the Licensor may discontinue supporting TETRISLY's previous versions once TETRISLY's current version has been made available.

14.4. No third party is authorized to amend this EULA or to make any representation or promise that is different from, or in addition to this EULA.

15. [SEVERABILITY]

15.1. If any EULA provision 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 EULA provisions shall remain intact and shall continue to be in force. If any redundant, unenforceable or invalid EULA provision 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 the Licensor's intentions.

16. [GOVERNING LAW]

16.1. The License Agreement is governed by Polish law, subject to the provisions of Additional Terms, which are governed by the law applicable to such Additional Terms. End User shall benefit from any mandatory legal regulations of their country or region of residence. Nothing in the License Agreement shall limit any rights of the End User as a consumer. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

17. [JURISDICTION]

17.1. Any doubts, claims, disputes or matters which may arise out of or in connection therewith as to the validity, performance, termination or interpretation of the VLA will be resolved by way of negotiations. Should the negotiations fail, then a Polish court competent for the Licensor's office in Kraków, Poland will resolve any of the above.

18. [CONTACT]

18.1. In any EULA related matters, you can contact the Licensor at the email address: hello@tetrisly.com.