

TERMS AND CONDITIONS

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Art. 1 - Scope of Application

- 1.1 These General Terms and Conditions apply to the use of the Game.
- 1.2 These General Terms and Conditions therefore regulate all stages of use of the Game: from the download of the relevant Game App on the Device chosen by the Player, to the deletion of the same and/or otherwise the elimination of the personal access credentials created and/or used by the Player to access the Game App and to play the Games.
- 1.3 These Terms and Conditions apply to all Matches, whether played remotely (through a remote connection between Players) or in-person, regardless of the number of Players involved and the type of Devices respectively chosen and used for playing the Match.
- 1.4 By downloading the Game App and accepting all of its Terms of Use, of which these General Conditions constitute substantial and integral part, the Player undertakes and binds himself for any legal purpose to comply with the prescriptions contained therein for the regulation of relationships, contractual and otherwise, which originate from the Game App, and therefore also for the parts of such relationships with respect to which Xplored is legally extraneous and which concern direct relationships between Players.
- 1.5 The updated version of the Terms of Use is posted at the following address: <https://teburu.net/downloads/policy/termsconditions.pdf>, freely available for consultation by Player at any time and without the need of authentication, including by means of the permalink provided on the Game App.

- 1.6 The acceptance of the Terms of Use is a necessary and indispensable condition for using and accessing to the Game App and, therefore, for enjoying the Game and Teburu. Failure to accept the Terms of Use does not allow the Player to use the Game Components.

Art. 2 - Legal Information

- 2.1 The Game App and the website www.teburu.com (where the Terms of Use are published) are owned by Xplored S.r.l. (P.I. 01783080995), in the person of Sole Director and legal representative Dr. Davide Garofalo, current in Genoa (GE), Via San Vincenzo 79/2B, registered at the Genoa Companies' Register under no. R.E.A. GE - 435389, email: info@xplored.com, pec: xplored@pec.it ("Xplored" or "Company").

Art. 3 - Definitions

- 3.1 For the purposes of these General Terms and Conditions, the following definitions shall apply:
- a) **Game:** the set of dice and/or cardboard tiles and/or maps and/or counters and/or miniatures and/or any other component contained in the board game box in the possession of the Player, including the Game Board;
 - b) **Game App:** the application that the Player downloads to his/her Device by accessing the app store or other similar virtual store, however named (by way of example: Apple App Store, Google Play Store, Amazon Appstore, etc.). The download of the Game App and the authentication of the Player on the same are indispensable to use the Game and play the Game, remotely or in presence, with other Players;
 - c) **Teburu or Platform:** the innovative platform for board games, consisting of a foldable cardboard board (**Game Board**), which, by means of the layer of printed electronics and some sensors inside it, allows the recording on the Game App of the moves made by each Player, reproducing on the same the movement of dice and/or cardboard tiles and/or counters and/or miniatures and/or any other component of the Game materially made by the Player on the Game Board;
 - d) **Game Components:** the Game, the Game App and Teburu, jointly understood;
 - e) **Device:** any electronic, high-tech device (by way of example: smartphone, tablet, PC, etc.), owned by the Player and/or in the Player's possession, which the Player uses to play the Game, and thereby to connect it with the Game Board and to download the Game App onto it;
 - f) **Player:** any person who, by authenticating on the Game App in the manner set forth in Article 5 below, plays the Match;
 - g) **Match:** the competition disputed between two or more Players, through the interconnection, via Teburu and the Devices, of the Game, the Game Board and the Game App;
 - h) **Game Information:** any significant event, condition, and data related to a Game, such as: game state, objectives of the different characters in play, scenario in progress, moves played, special rules, decisions made, etc;
 - i) **Terms of Use:** the general terms and conditions, privacy policy, cookie policy, published on the website www.teburu.com, which each Player is required to read carefully and accept, where agreeable, at the time of his/her authentication on the Game App, and thus at the time of the first launch of the same and prior to the conduct of the first Match.
- 3.2 The terms and definitions referred to in paragraph 3.1 above shall have the same meaning whether they are declined in the singular or plural.

Art. 4 - Rules for the Use of Game Components

- 4.1 The physical availability of the Game is an essential condition for the use of the Game App. Without the physical availability of the Game, the Player can download the Game App, register and authenticate in it, but cannot enjoy the related features.
- 4.2 Only individuals who are fourteen or older may register for the Game App. When registering for the Gaming App, the Player must declare that he or she has this minimum age.
- 4.3 As further described and illustrated in the Privacy Policy, for the sole purpose of enabling the use of the Game App and if required by the operating system of the Device used by the Player, Xplored reserves the right to access the location data of the Player, subject to the Player's expressly provided consent. Access to location data shall be limited to the duration of the Game only, with no saving after the Game has ended.
- 4.4 Xplored reserves the right to conduct, update and/or provide maintenance work on the Game Components and, in particular, on the Game App, including temporarily suspending the use and accessibility to the same by Players.

Art. 5 - Authentication Process on the Gaming App

- 5.1 The Player may play each Match, alternatively, by authenticating on the Game App or locally, without creation or use of credentials. The rules for storing login credentials on the Game App are governed by Chapter IV) of the Privacy Policy, to be considered here fully referred to.
- 5.2 Notwithstanding the provisions of Article 5.1 above, in order to authenticate on the Game App, the Player shall:
 - download the Game App to his/her Device, by accessing the app store or other similar virtual store, however named: the Player may search for the Game App either by name or by scanning with his/her Device the QR Code shown on the Game box. There is no charge or expense to the Player for downloading the Game App;
 - accessing the Game App by either:
 - a) by authenticating with the Teburu Profile, already created when browsing the website www.teburu.com, or when downloading another Game App;
 - b) by authenticating with their own profiles or Facebook Google, Apple or Discord accounts;
 - c) or by creating, on the occasion of the first launch of the Game App, a new dedicated profile by compiling the registration form proposed by the Game App. The creation of multiple accounts is prohibited.
- 5.3 As better described and illustrated in the Privacy Policy:
 - in the case of authentication, alternatively, by the methods under a) and b) above, the Gaming App will only access, collect and store the Player's email address associated with the profile or account used for authentication;
 - otherwise, in the case of authentication by creating a new, specifically dedicated profile, the Player will be required to fill out the appropriate form on the Gaming App, providing the email address of choice and the nickname chosen.
- 5.4 Xplored disclaims any liability for unauthorized access and/or loss and/or theft of authentication credentials that occur due solely to the cause attributable to the Player.
- 5.5 The Player may request the deletion of his or her login credentials at any time, according to the request submitting rules and the timeframe for processing the same request better indicated in the Privacy Policy.
- 5.6 Xplored reserves the right to cancel the login credentials of a Player who remains inactive, and thus does not use the Game App, for a period of more than 24 months or who is responsible for a serious violation of the requirements provided by the Terms of Use or applicable regulations, pursuant to Article 9 below.

- 5.7 Deletion of login credentials, at the request of Player or by decision of Xplored, including pursuant to Section 9.6 below, shall result in the loss of all Game Information saved on the Game App up to the cancellation.
- 5.8 Following the cancellation, at the initiative of the Player or Xplored, of the access credentials, the Player shall only be able to use the Game App upon re-authentication, which shall be carried out pursuant to and in accordance with this Article 5.
- 5.9 Authentication on the Gaming App is subject to:
- the reading, by the Player, of the Terms of Use, accessible in the manner and through the channels better identified in Article 1 above;
 - the flag, by the Player, of the relevant check box for acknowledgement and acceptance of the Terms of Use.

Art. 6. - Conduct of the Match

- 6.1 The Players chooses, at his or her discretion, whether to play the Match (i) in-person or (ii) remotely or (iii) in a mixed mode.
- 6.2 The rules, scoring parameters, controls and guidelines of the Game are accessible on the dedicated section of the Game App and form an integral and substantial part of these General Terms and Conditions and, more generally, the Terms of Use.
- 6.3 At the launch of the Game App, each Player can decide whether to proceed directly with the first Match or, alternatively, to follow the tutorial proposed by the Game App: the tutorial contains the instructions for running the Game App.
- 6.4 To start or participate to the Match, the Game Board shall be connected, via cable, to the power supply and, alternatively, via cable or wireless (via Bluetooth connection), to at least one Device, already equipped with the Game App and elected as controller and main device. For a better functionality of the Game Components, however, it is recommended to use a number of Device equal to that of the Players in the Match. The rules for the connection between the Devices used by the Players are explained by the appropriate tutorial in the Game App.
- 6.5 6.4 The Match may also be played remotely, via Internet access. To play a Match remotely, each Player shall be equipped with all Game Components and shall first connect the Game Board, via cable, to the power supply and, alternatively, via cable or wireless (via Bluetooth connection), to at least one Device, already equipped with the Game App and elected to be the controller and main Device. For better functionality, however, it is recommended to use two different Devices, one as the controller and the other as the main device. The connection between the various Players is done on a voluntary basis: the first Player communicates to the other Players the alphanumeric code or QR code generated by their Game App, so that they insert it in the dedicated space of the Game App downloaded on their Device. The rules for making the connection between the Devices used by the Players are explained in more detail by the appropriate tutorial in the Game App. No matchmaking systems are provided.
- 6.6 For the conduct of a Match with mixed mode the application of both the rules sub-section 6.3 and those sub-section 6.4 is necessary.
- 6.7 The conduct of the Match (whether it takes place in presence, remotely or in mixed mode) implies the communication to the Players of their alphanumeric connection code or their QR code, as described in sub-section 6.4. Any different and further communication or exchange of information and/or data is a voluntary choice of the Players and not functional to the Game, and does not result in any obligation or liability on the part of Xplored.
- 6.8 The Player is responsible for the securitization of the Devices used for the Match and is required to take all appropriate technical and organizational measures to prevent the risk of a

data breach. In no way shall Xplored be held liable for any data breach events perpetrated through the Devices.

- 6.9 It is the sole responsibility of each Player to pay the Internet connection fees and/or any additional amounts charged by their mobile operator for accessing and/or using the Game App.

Art. 7 - Tracking of Gaming Information

- 7.1 The tracking of Game Information by Xplored is done by collecting, storing and subsequently sending to the analytics system of the Game Information.
- 7.2 The tracking activity is strictly functional to the evaluation of the performance of the Game Components and Players' experiences, in function of the continuous improvement and efficiency of the same and of the Games of future design.
- 7.3 The tracking activity consists in the association of the Game Information with: name and operating system (including respective version) and unique identifier of the Devices used by the Players, system technical characteristics (ram memory, video memory, number and type of CPUs), language, unique Match ID set by Xplored and account of the Players involved.
- 7.4 Game Information and data referred to in 7.3 above are processed by the analytics system in aggregate form.
- 7.5 At the first launch of the Gaming App and, only after that, on a one-time basis, the pop-up containing the brief information afferent to the tracking settings of the Gaming Information is shown to the Player. The Player is required to read the notice carefully and provide proof of this by ticking the appropriate check-box for acknowledgement and acceptance.
- 7.6 The Player may object to the tracking of Game Information at any time by accessing the Game App settings and flagging the relevant opt-out option. Failure to select such opt-out option shall count as implied consent to the tracking itself.
- 7.7 The eventual exercise of the opt-out option after the first access shall be considered as a revocation of consent pursuant to Article 18 of the Privacy Policy and shall determine the impossibility for the analytics system to proceed to the anonymous and aggregate evaluation of the Game Information and related data collected after the exercise of the option itself or collected previously, "in constancy" of consent, but not yet anonymized.
- 7.8 The extended information relating to the processing operations can be found in the Privacy Policy, which can be accessed by the Player by means of the link on the pop-up mentioned in paragraph 7.5 above.

Art. 8 - Virtual Goods and Currencies

- 8.1 The Game may include virtual goods and currencies, which the Player may acquire by progressing through the levels of the Game.
- 8.2 The balance related to virtual goods and currencies achieved by the Player is stored in the respective Game App.
- 8.3 Virtual goods and currencies can only be used within the Game and cannot, in contrast, be monetized or otherwise exchanged for money in the real world.

Art. 9 - Rules of Conduct for Players

- 9.1 Each Player shall comply with the requirements provided by the Terms of Use and the regulations in force in the state in which he or she is located at the time of the conduct of the Match.
- 9.2 Each Player shall, among other things:
- refrain from using the Game Components and from playing the Match in a State that prohibits the use of such games as long as he/she is in such State;

- to refrain from any use of the Game Components that is or may reasonably be considered unlawful, including criminally relevant, by the legislation of the State in which he/she is located and/or by the Italian and/or European Union law and/or harmful to the legislation on the protection of personal data and/or intellectual property rights;
- to refrain, within the framework of the Matches, from the use of obscene, denigrating or defamatory, blasphemous, threatening, provocative, propagandistic language and/or language that incites to commit offences, including the criminally relevant ones, and/or that is a vehicle for expressions of hatred, racism and fanaticism;
- relate, within the framework of the Matches, with other Players according to the canons of legality, lawfulness, good faith and fairness prescribed by the regulations in force;

9.3 Each Player shall not:

- disclose to third parties and/or divulge his/her access credentials: access to the Game App is personal and only allows the use of the features to the Player owner of the account used;
- share access credentials to the Gaming App with other Players;
- use another Player's Game App login credentials;
- obscure, disguise or anonymize their IP address while using the Game App;
- use the Game Components for any commercial or business purpose or for the benefit of a third party or for sending unauthorized and unwanted communications;
- interfere with the proper operation of the Game Components and/or attempt to abusively modify or reverse the Game App and Teburu technology.

9.4 The Player who violates the prohibitions set forth in this Article assumes full and exclusive responsibility for any negative and harmful consequences, both in economic and non-economic terms, that may result from such violation. Xplored reserves the right to take action against the Player who violates the prohibitions set forth in this Article for any damages suffered by it as a result of the violation.

9.5 A Player who, during the Match or, more generally, during the use of the Gaming App becomes aware of the violation of the requirements and prohibitions of this Article by another Player, shall promptly notify Xplored.

9.6 Violation of the obligations set forth in the preceding paragraphs of this Article may be sanctioned by Xplored. The gradation of the sanction shall be made at the sole discretion of Xplored in proportion to the seriousness of the violation, to its possible repetition and, in the most serious cases, may also consist in the definitive inhibition from accessing and using the Gaming App, by means of the cancellation of the access credentials to the Gaming App, pursuant to and for the purposes of Article 5.6 above.

Art. 10 - Assistance

10.1 Xplored may establish specific arrangements for assistance to Players in connection with the use of the Gaming Components by providing appropriate information for the use of the service.

Art. 11 - Access to data

11.1 Information regarding the processing of personal data is contained in the Privacy Policy and Cookie Policy published in the dedicated area of the website www.teburu.com, to which reference is made.

Art. 12 - Internal complaint handling system

- 12.1 Each Player may submit instances and complaints relating to any technological problems that directly relate to the use of the Game Components by forwarding an email to support@teburu.zendesk.com .
- 12.2 Xplored processes complaints in the shortest possible time, also in consideration of the possible technical and organizational complexity of the remedial actions or resolution of the issues reported by the Player.

Art. 13 - Limitations of Liability

- 13.1 Xplored shall not be liable for:
- losses and/or damages suffered by Players or third parties due to conduct engaged in by a Player in violation of the requirements contained in the Terms of Use;
 - losses and/or damages suffered by Players or third parties due to unforeseeable circumstances, force majeure or otherwise due to causes unforeseeable and not attributable to Xplored;
 - damages suffered by the Player due to the failure to adopt, on his Device, adequate technical and organizational measures to prevent the risk of personal data breach and/or unauthorized access to the Device or to the Game App by third parties;
 - malfunctions or inefficiencies of the Game Components due to upgrade and/or maintenance work not authorized by Xplored or to unforeseeable technical problems beyond Xplored's control.

Art. 14 - Changes to the Terms of Use

- 14.1 Xplored reserves the right to modify the Terms of Use unilaterally and at any time.
- 14.2 The amendments made shall be effective with respect to Players after 15 (fifteen) days from the date of publication on the Game App of the notice of the modification of the Terms of Use, without prejudice to the right to withdraw from the Game App and request the cancellation of the access credentials pursuant to and for the purposes of Article 5.4 above to be formulated within the same period.
- 14.3 The use of the Game, the Game App and the Platform even after the notice referred to in clause 14.2 above shall count as implicit acceptance of the changes by the Player.
- 14.4 In accordance with applicable law, Xplored shall refrain from proposing retroactive changes to the terms and conditions set forth in the Terms of Use, except when retroactivity is necessary in order to comply with a statutory or regulatory obligation or when the changes are beneficial to the Players.

Art. 15 - Applicable Law and Jurisdiction

- 15.1 15.1 The use of the Game Components and the activities carried out through them are governed by Italian law.
- 15.2 15.2 Any dispute relating to the stipulation, interpretation, execution, validity, breach of the Terms of Use and/or the obligations and rights directly and/or indirectly arising therefore shall be devolved to the exclusive jurisdiction of the Court of Genoa.

This document is current as of 16/05/2024.