

This translation is provided for information only. The Polish version (<https://archiwumzagadek.pl/regulamin>) is binding; in the event of any discrepancy the Polish version prevails, and this translation does not limit your rights as a consumer.

Terms and Conditions of the Shop and Online Games

Version of 2026-10-07. These Terms and Conditions apply to the Shop at <https://archiwumzagadek.pl> in all its language versions, to all online games we offer in it and to games sold in a box and delivered by post. They are also the terms of service for services provided by electronic means within the meaning of the Act of 18 July 2002 on the Provision of Services by Electronic Means (ustawa z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną).

§ 1. Seller and contact details

1. The online shop operating under the trade name Archiwum Zagadek and available at <https://archiwumzagadek.pl> (the **Shop**) is run by Piotr Niemiec, a trader entered in the Central Register and Information on Economic Activity (CEIDG), address: ul. Stefana Batorego 128, 65-735 Zielona Góra, tax identification number (NIP) 9291836445, statistical number (REGON) 529948264 (the **Seller**).
2. Contact with the Seller: email kontakt@archiwumzagadek.pl, tel. 601551551, address for correspondence and returns: ul. Stefana Batorego 128, 65-735 Zielona Góra.
3. These Terms are available free of charge at <https://archiwumzagadek.pl/regulamin> in a form that allows them to be downloaded, stored and printed (also as a PDF file). The Buyer also receives them as an attachment to the purchase confirmation. Translations of these Terms into English and Ukrainian are available at <https://archiwumzagadek.pl/en/regulamin> and <https://archiwumzagadek.pl/uk/regulamin>; the Polish version is binding (§ 22).

§ 2. Definitions

1. **Game**: any game offered in the Shop, for example the detective game “Ostatni Odczyt” (together: **Games**). The online version of a Game consists in particular of the case files (documents, photographs, maps, worksheets), on-screen tools, music and sound effects, hints and the solution card, made available in a web browser. The online version of a Game is **digital content** supplied continuously, without a tangible medium. A Game may also be offered in a printed version, in a Box (point 11); its page in the Shop then has a “Boxed” tab. The minimum age, number of players, difficulty level, estimated playing time, price and exact contents of each Game are stated on its page in the Shop and in the Order summary. The difficulty level (a scale from 1 to 5, explained on the Shop page) and the estimated playing time are approximate: they come from tests with players (half of the teams finish the game faster, half more slowly) and depend on the experience and number of people in the team.
2. **Account**: a free service provided by electronic means, namely the set of the User’s data in the Shop that allows the User to sign in, buy Games (also as a gift) and Boxes, redeem Codes, play, browse the Library of their Games (§ 3(9)), store game progress and track Orders.
3. **User**: a person who uses the Shop or has an Account.
4. **Consumer**: a User who is a consumer within the meaning of Article 22¹ of the Civil Code (Kodeks cywilny).
5. **Sole Trader with Consumer Rights**: a natural person who concludes a contract directly connected with their business activity, where the content of the contract shows that it is not of a professional nature for that person (Article 7aa of the Consumer Rights Act of 30 May 2014 (ustawa z dnia 30 maja 2014 r. o prawach konsumenta) and Article 385⁵ of the Civil Code). The provisions of these Terms concerning Consumers apply to such a person to the extent provided for in those provisions.
6. **Licence**: the right to use the online version of a given Game on the terms set out in § 10, assigned to the Account.
7. **Order**: the User’s declaration made by clicking the “Buy and pay” button (for a purchase as a gift: “Buy the gift and pay”), aimed at concluding a contract for the supply of the online version of a Game or a contract for the sale of a Box.
8. **Buyer**: a User who places an Order, for themselves or as a gift.
9. **Gift**: access to an online Game bought by the Buyer for another person (the **Recipient**) on the terms set out in § 9.

10. **Gift Code** (also: **Code**): a single-use code that adds a Game to an Account when it is entered on the Account page or redeemed from the link in an invitation. We issue Codes when a Game is bought as a gift (§ 9), when the Seller grants access as a gift (§ 8(3)) and, where stated for the Box, in the parcel with the Box (§ 13(8)).
11. **Box**: the printed version of a Game (a movable item, goods within the meaning of the Consumer Rights Act) sold in the Shop with delivery within Poland. The contents, price, delivery costs and methods, dispatch time and availability are stated on the Game page and in the Order summary. A Box does not give access to the online Game unless the Game page and the Order summary state that the parcel contains a Code for the online version (§ 13(8) and (9)). The materials in the Box are in Polish unless the Game page and the Order summary state another language.
12. **Discount Code**: a code which, when entered in an Order, reduces the price of an online Game or a Box on the terms set out in § 7(6)–(10).
13. **Nickname**: the User's public pseudonym in the Leaderboards, one per Account (§ 17).
14. **Leaderboard**: a public list of results of Users who have set a Nickname (playing times, badges), kept by the Shop (§ 17).

§ 3. Technical requirements and functionality

1. To use the Shop and the online Games you need: a device with internet access (a computer, tablet or phone with a screen at least 360 pixels wide), an up-to-date web browser (Chrome, Edge, Firefox or Safari released within the last two years) with JavaScript, cookies and the browser's local storage enabled, and an active email address. To sign in with Google you need a Google account, to sign in with Apple an Apple account, and to sign in with Facebook (where the Shop offers this option) a Facebook account. Where the page of a given Game states other or additional requirements, they apply to that Game.
2. The online Games work best on a computer or tablet. They also work on a phone, including as an app added to the home screen. The parts of a Game you have already viewed (and, after choosing "Download the whole game" in the Game, the whole Game) work offline for up to 30 days from the last connection with the Shop. Progress is then saved on the device and transferred to the Account automatically when the connection returns. If the same Game has been played on several devices, the saves are merged: the opened parts of the Game, the hints used and the playing time from all devices are added together, and of two different versions of the same entry the newer one is kept, while the older version remains in the Game and can be restored (menu → Account).
3. The online Games do not require installing any software. They may include sound, which can be switched off, and a narrator reading documents aloud in the language of the Game (it uses the voices of the browser or device; which voices are available in a given language depends on the device and browser). The Shop is available in Polish, English and Ukrainian (§ 22). The languages in which a given online Game can be played are stated on its page in the Shop.
4. Technical protection measures: only signed-in Users with a Licence for a Game have access to the files of the online Game; the Game files are encrypted and the browser downloads the key to them after signing in; further parts of a Game (for example the envelopes in the game "Ostatni Odczyt") may unlock after the correct answers are given. During play the case file content (texts, documents, photographs, maps and hints) cannot be selected, copied or printed from the browser; the User's own notes and answers can be copied as normal. Maps, overlays and comparison and working sheets from opened envelopes can be printed with the "Print" function in the Game; each sheet has a control segment for checking the print scale and a mark identifying the Account for which it was printed. When the Game window becomes inactive or the User presses the screenshot key, the case file content is covered until the User returns to the Game; in the Chrome and Edge browsers on a Windows computer the Game then tries to remove the screenshot from the clipboard. The case file pages show a discreet watermark with the Nickname or a shortened email address of the Account and the date (when not signed in: a random device identifier). Hints are covered until they are opened, and the number of hints opened counts towards the result and the Leaderboard. The protection measures do not affect gameplay or the operation of screen readers.
5. To protect against abuse, the Shop limits the number of attempts to sign in and to use Codes and Discount Codes within a given time and may ask for a short check that a human is filling in the form (Cloudflare Turnstile). Once the limit has been exceeded, another attempt can be made after the indicated time, usually one hour.

6. The Seller is not liable for a lack of conformity of an online Game with the contract resulting from the User's digital environment not meeting the requirements described in this §, provided that the Seller informed the User of them clearly and comprehensibly before the contract was concluded (Chapter 5b of the Consumer Rights Act).
7. Users must not provide unlawful content, in particular in the text fields of the Account, the Game and the survey, in the Nickname, in the name, signature and wishes attached to a Gift or in the data of the recipient of a Box. A Nickname must not contain vulgar words, offensive content, website addresses, contact details or personal data of other people and must not be misleading as to identity (for example by impersonating another player or the Seller). The Seller may hide an entry in the Leaderboard or reset such a Nickname; the User may then set a new one.
8. Particular risks connected with using services provided by electronic means include phishing (fake messages and websites impersonating the Shop) and malware. The Shop never asks for passwords or payment card details. Do not pass on your sign-in link or code to anyone.
9. **Library and App.** The Library is the Shop page at <https://archiwumzagadek.pl/biblioteka> (also <https://archiwumzagadek.pl/en/biblioteka> and <https://archiwumzagadek.pl/uk/biblioteka>) where a signed-in User sees their Games and their progress, Games they can still buy and announcements of upcoming Games. The Shop with the Library can be installed on a device as an app (the **App**): in Chrome, Edge and other Chromium-based browsers and on Android with the "Install app" button, and in Safari on iPhone and iPad via "Add to Home Screen"; instructions for individual devices, including Huawei phones, are at <https://archiwumzagadek.pl/en/jak-zainstalowac>. The App is free of charge and is not needed to use the Shop or the Games: it is the same Shop opened in a window without the browser bar, so the same Terms, the same Account, the same prices and the same Licences apply in it. Buying a Game, signing in and saving progress to the Account require an internet connection. Without internet access the App shows the User's list of Games from the last connection (for no longer than 30 days from its last refresh) and allows the User to start the parts of a Game saved on the device (paragraph 2). The list of Games is removed from the device after signing out and after the Account is deleted. The Seller may change the App on the terms of § 15(2) or stop providing it; this does not affect the Licence or access to a purchased Game in the browser. What the App stores on the device is described in the Privacy Policy (Section 2, point 27 and Section 8, point 2).

§ 4. Account

1. An Account is created free of charge by signing in with Google, with Apple, with Facebook (where the Shop offers this option) or with a single-use link or 6-digit code sent to the email address provided. No passwords are needed or stored. When a User signs in with Facebook for the first time, the Seller asks them to confirm their email address with a 6-digit code, and the Account has the address the User has confirmed. When signing in with Apple, you can hide your email address; the Account then has the Apple relay address, to which the Seller sends all messages.
2. On first sign-in the User provides their date of birth. It is used solely to check age for games with an age restriction and for consents that require a certain age. The User is responsible for the accuracy of the data provided.
3. An Account may be created by a person who is at least 13 years old.
4. The Account is personal. However, a team, for example a family or friends at one table, may play together on one Account. Publicly sharing sign-in details, reselling the Account or a Licence, and making a Game available to third parties in any way other than playing together are prohibited.
5. The contract for maintaining an Account is concluded for an indefinite period at the moment of first sign-in; by signing in, the User accepts these Terms. The User may terminate this contract at any time, without giving reasons and at no cost, by deleting the Account in the "Account" tab or by writing to the Seller's address. Deleting the Account deletes the saved progress and ends access to the Games added to that Account (bought or redeemed with a Code). Deleting the Account on the User's own initiative does not give a right to a refund of the price, unless such a right arises under the law (in particular § 12 and § 15(3)). Orders for Boxes in progress are fulfilled even if the Account is deleted.
6. The Seller may terminate the contract for maintaining an Account with 14 days' notice for important reasons: gross or persistent breach of these Terms (in particular paragraph 4 and § 10(4)), actions threatening the security of the Shop, or providing false data in order to circumvent age restrictions. In the event of a breach that threatens the security of the Shop or of other Users (for example guessing Codes or attempts to circumvent protection measures), the Seller may block the Account immediately, informing the User of this by email together with the reasons.

7. The User may at any time sign the Account out on all devices ("Account" tab). If blocking an Account turns out to be a mistake or does not result from a breach of these Terms, the Seller lifts the block and, at the User's request, makes the Games from that Account available on another of the User's Accounts or refunds the price. Blocking does not deprive a Consumer of the rights arising from the contract for the supply of the Game.

§ 5. Age

1. Each Game has a minimum age stated on its page in the Shop and in the Order summary. The game "Ostatni Odczyt" is intended for people aged **15** and over. It tells the story of a person's death and the investigation into it; it does not contain graphic images. The Shop makes an online Game available only to Accounts whose date of birth shows that the minimum age for that Game has been reached. The minimum age stated for a Box is the producer's recommendation concerning the content of the Game.
2. A minor may buy access to an online Game, including as a gift, or a Box only with the consent of a parent or legal guardian, which the minor confirms at purchase with the statement: "I have my parent's or legal guardian's consent to this purchase."
3. At the request of a parent or legal guardian, the Seller may make an online Game available on the Account of a person who is at least 13 years old but has not reached the minimum age for that Game. The parent or guardian is responsible for this decision.

§ 6. Order and conclusion of the contract

1. To buy access to an online Game, the User: signs in, provides their date of birth, chooses a purchase for themselves or as a gift (for a Gift, also provides the data referred to in § 9(2)), if they wish, provides invoice details (§ 7(5)) and enters a Discount Code, checks the Order summary (Game, price, discount, main characteristics), accepts these Terms, makes the statement referred to in § 11(3) and clicks the "Buy and pay" or "Buy the gift and pay" button, and then pays for the Order with the payment service provider.
2. Clicking the "Buy and pay" or "Buy the gift and pay" button means placing an Order with an obligation to pay.
3. The contract for the supply of an online Game or the contract for the sale of a Box is concluded when the payment service provider confirms to the Seller that the Order has been paid. An Order not paid within 24 hours expires without any consequences for the User; a copy of the Box is reserved for 30 minutes while payment is in progress.
4. The Seller confirms the conclusion of the contract by email sent to the Account address (durable medium). The confirmation contains the Order details, the statements made by the User at purchase and these Terms in a PDF file, for a Gift also a copy of the Code, and for a Box the delivery address and method and the dispatch date. The confirmation is in the language of the Account or, where no language is set for the Account, in the language of the page on which the Order was placed (Polish, English or Ukrainian). To a confirmation in English or Ukrainian the Seller attaches these Terms in the Polish version, which is binding (§ 22), and their translation, where available.
5. One access to a given online Game is bought per Account. The Shop does not allow you to buy for yourself a second time a Game to which your Account already has access. This restriction does not apply to purchases as a gift or to Boxes.
6. To buy a Box, the User: signs in, provides their date of birth, chooses the "Boxed" version, provides the recipient's first name and surname, a delivery address in Poland and a telephone number, chooses a delivery method (for delivery to a parcel locker, also provides the parcel locker code), if they wish, provides invoice details and a Discount Code, checks the Order summary (Box, price, discount, delivery cost, total amount, dispatch time), accepts these Terms and clicks the "Buy and pay" button, and then pays for the Order with the payment service provider. No statement under § 11(3) is made when buying a Box. A Box may be a gift: it is enough to give the first name, surname, address and telephone number of the person receiving the gift; the Buyer is the party to the contract.

§ 7. Prices, payments and discount codes

1. Prices in the Shop are gross prices in Polish zloty and include VAT (23%). The price of access to each online Game and the price of a Box are stated on the Game page in the Shop and in the Order summary (for example, access to the game "Ostatni Odczyt" costs **PLN 59**) and are payable once. A

Gift costs the same as a purchase for yourself. There is no subscription and there are no additional charges; the User bears the cost of internet access under the contract with their provider. The price of a Box does not include the delivery cost: the delivery cost depends on the delivery method chosen, is stated for each method and in the Order summary, and is added to the price before payment. There are no other charges.

2. Payments are handled by a payment service provider, depending on the payment gateway chosen by the Seller: **Krajowy Integrator Płatności S.A.**, pl. Andersa 3, 61-894 Poznań, Poland, a national payment institution supervised by the Polish Financial Supervision Authority (KNF) (Tpay service); **mBank S.A.**, ul. Prosta 18, 00-850 Warszawa, Poland, a bank supervised by the Polish Financial Supervision Authority (Paynow service); or **Mollie B.V.**, Keizersgracht 126, 1015 CW Amsterdam, the Netherlands, a licensed payment institution supervised by De Nederlandsche Bank. The Shop shows the provider's name in the Order before the User goes to payment. The available methods (for example BLIK, instant bank transfer, payment card, digital wallets such as Apple Pay and Google Pay) are shown in the Order and on the provider's payment page; the User can choose a method in the Order or on the provider's page.
3. Payment is made in advance. The Seller does not receive payment card details or online banking sign-in details.
4. Where the Shop announces a price reduction, it states next to the reduced price the lowest price from the 30 days before the reduction was introduced and calculates the amount of the reduction from that lowest price. This also applies to a Discount Code publicly announced as a price reduction for a specific Game or Box.
5. The Seller issues a VAT invoice when the User provides invoice details in the Order (business: NIP or EU VAT number, name and address; private individual: first name, surname and address) or requests an invoice on the Account page or by email quoting the Order number, no later than 3 months from the end of the month in which the User paid. The "Fetch company details" button inserts the name and address from public registers (the VAT taxpayer register, REGON, VIES); the User checks them and may correct them, and the User is responsible for the accuracy of the invoice details. The User accepts receiving invoices and corrective invoices in electronic form (PDF) at the email address given in the Order; the documents are also available on the Account page. Where the law so requires, the Seller issues the invoice in the National e-Invoicing System (KSeF); the PDF then contains the KSeF number and a QR code for verifying the invoice. A document for a User who uses the Shop in English or Ukrainian has descriptions in two languages; the Polish wording is binding.
6. A Discount Code is entered in the Order, in the "Discount code" field. One Discount Code can be used per Order. The Code reduces the price of an online Game or a Box by the amount or percentage stated for the code; it does not reduce the delivery cost. The price after the reduction must be at least PLN 1 (the smallest payment accepted by the payment service provider).
7. We state the conditions of a Discount Code (for example the Game, online version or Box, expiry date, number of uses, assignment to the Account email address, validity only for a Game the Account does not yet have) when the code is provided. The Shop checks them when the Order is placed and shows the reduced price before payment.
8. A Discount Code is used up when the Order is paid. A single-use code cannot be used in two payments at once: while a payment is in progress (for no longer than 30 minutes) the code is reserved for that Order.
9. A Discount Code cannot be exchanged for cash or combined with another code. After withdrawal from the contract or a refund of the price, we refund the amount actually paid; a used code is not renewed unless we state otherwise for the code.
10. A Discount Code assigned to the email address of an Account works only on that Account and cannot be passed on to another person.

§ 8. Supply of the Game

1. Access to an online Game appears on the Account promptly after payment is confirmed, usually within a few seconds and no later than within 24 hours. The Game is available after signing in, at the address shown on the Account page (for example, the game "Ostatni Odczyt": <https://archiwumzagadek.pl/gry/ostatni-odczyt/>). For a purchase as a gift, the Seller issues the Code at the same time (§ 9(3)).

2. If the payment has been confirmed but access has not appeared, the User should write to the Seller; the Seller will make the Game available promptly.
3. Access to an online Game may also be granted as a gift: by the Seller to a specified email address (it works after signing in with that address) or through a Code entered on the Account page or redeemed from the link in an invitation, including a Code bought as a gift (§ 9) or enclosed with a Box (§ 13(8)). Such access works on the same terms as purchased access, and a Code can be used only once.
4. Delivery of the Box is described in § 13.
5. Where the Game page in the Shop states a premiere date ("Premiere: ..."), this is the planned date on which the Game will be made available. Before that date the Game cannot be bought or received as a gift, unless the Game page expressly accepts orders before the premiere and states the date on which the Seller will make the Game available. The Seller may change the premiere date; the new date is published on the Game page. The "Add to calendar" links (calendar file, Google Calendar, Outlook) add to the User's calendar an entry with the date valid at the time of clicking and do not update themselves: after a change of date the entry has to be added again (in many apps the new entry replaces the old one).

§ 9. Purchase as a gift

1. A User may buy access to an online Game as a gift for another person. The contract for the supply of the Game is concluded by the Buyer; the Recipient uses the Game in accordance with these Terms after redeeming the Code on their Account. The Buyer may buy a Gift even if they already have access to that Game. The minimum age for the Game applies to the Recipient (paragraph 5). A Buyer who is a minor needs the consent of a parent or legal guardian (§ 5(2)).
2. At purchase the Buyer provides the Recipient's email address and, if they wish, also: the Recipient's first name (for the greeting in the invitation), a signature (who the Gift is from), wishes (up to 500 characters) and the day on which the invitation is to be sent (from the day of purchase up to one year ahead). The Recipient's email address cannot be the email address of the Buyer's Account.
3. The Seller issues the Code immediately after payment. On behalf of the Buyer, the Seller sends to the Recipient's address an invitation with the Code, signature and wishes: immediately after payment or on the chosen day, from 8:00 Polish time. The Buyer may choose the language of the invitation (Polish, English or Ukrainian); without a choice, the invitation is in the language in which the Buyer placed the Order. The Buyer receives a copy of the Code in the purchase confirmation (§ 6(4)), so they can also hand over the Gift in person.
4. A Code can be used only once. A Code has no expiry date; it stops working once used or in the case referred to in paragraph 10.
5. A Code can be redeemed on any Account, including one created with an address other than the one to which the invitation was sent, provided that the date of birth given on that Account shows that the minimum age for the Game has been reached. If the Account does not meet this requirement or already has access to the Game, the Game will not be added to it, and the Code remains valid and can be passed on to another person. If no date of birth has yet been given on the Account, the Game will be added but will be available only after a date of birth showing that the minimum age has been reached is provided (§ 5(1)).
6. The Buyer is responsible for ensuring that the Recipient's email address is correct and that they are entitled to provide it in order to pass on the Gift. The Buyer is also responsible for the content of the name, signature and wishes; they must not be unlawful (§ 3(7)).
7. The Buyer may ask for the Recipient's email address to be changed (as long as the Code has not been used) or for the sending day to be changed (as long as the invitation has not been sent) by writing to the Seller from the email address of their Account and quoting the Order number. The Seller makes the change promptly. If the invitation has already been sent to a wrong address, the Seller will send it again to the new address; the Code works only once, so if it has already been used, the change is no longer possible (paragraph 6).
8. A Code is digital content which the Seller supplies immediately after payment, even if the invitation is to be sent on a later day. A Buyer who is a Consumer and who, before payment, requested that the Code be issued before the end of the withdrawal period and acknowledged that they lose the right of withdrawal once the Code is issued (the statement referred to in § 11(3)) cannot withdraw from the contract without giving reasons after the Code has been issued (Article 38(1)(13) of the Consumer Rights Act). A Buyer who prefers to keep 14 days to withdraw may use § 11(4); the Seller will then issue

the Code after that period has expired.

9. Defects of the Game, including after the Code has been redeemed, may be reported by the Recipient on the terms of § 12(2) and (3); the Seller remedies them on the Recipient's Account. The rights arising from the contract, in particular to demand a price reduction, to withdraw from the contract because of the Game's lack of conformity with the contract and to obtain a refund, belong to the Buyer as the party to the contract.
10. If the Seller refunds the full price of a Gift to the Buyer (for example after withdrawal from the contract or after a complaint) or the payment is reversed by the bank or the payment service provider (chargeback), an unused Code is cancelled and, if the Code has already been used, the Recipient's access to the Game from that Code ends.

§ 10. Licence and copyright

1. The Games, including texts, photographs, illustrations, maps, layout, music, sounds and software, as well as the contents of the Boxes, are works protected under the Act of 4 February 1994 on Copyright and Related Rights (ustawa z dnia 4 lutego 1994 r. o prawie autorskim i prawach pokrewnych). The rights to the Games belong to the Seller or the Seller uses them under a licence.
2. Upon supply of an online Game (for a Gift: upon redemption of the Code), the User on whose Account the Game is held receives a non-exclusive, non-transferable Licence to use that Game for personal and non-commercial purposes, for the access period set out in § 16, worldwide, covering: displaying the Game in the browser and playing it through the Shop, including together with family and friends; storing the Game files in the device memory to the extent needed to play offline; printing accessories made available for printing in the Game (maps, overlays, comparison and working sheets) for personal use during play.
3. The Licence does not limit the rights arising from the provisions on permitted use, including the right of quotation. The purchaser of a Box uses its contents for personal and non-commercial purposes on the terms of permitted use; they may resell it or give it away as a copy, but may not copy or distribute it.
4. Outside the scope of the Licence and permitted use, the following are prohibited in particular: copying and distributing the Game files or parts of them; publicly sharing documents, photographs, maps, codes and the solution of the Game (for example on the internet), including in the form of screenshots, screen recordings and printouts; reselling access; using the Game in a business activity (for example paid events); circumventing technical protection measures (including the copy and print block, the content cover and the watermark, as well as removing or covering the watermark on screenshots and printouts) and interfering with the operation of the Shop. Reverse engineering of the software is permitted only within the limits of Article 75(2)(3) and (3) of the Copyright Act.
5. Public broadcasts and recordings of gameplay (for example streaming) require the Seller's consent. It is enough to write to us; we usually grant consent for non-commercial broadcasts free of charge, with a request to warn viewers before revealing the solution.
6. The plots of the Games are fiction. The people, institutions (for example the "Prokuratura Rejonowa w Jaworzycach" (District Prosecutor's Office in Jaworzycze) in the game "Ostatni Odczyt"), places and events are invented, and any resemblance to real people and events is coincidental. The documents in the Games imitate official files for entertainment only and are not official documents.

§ 11. Right of withdrawal

1. A Consumer may withdraw from a distance contract within 14 days without giving reasons (Article 27 of the Consumer Rights Act), subject to paragraph 2 (online Game). Withdrawal from a contract for the sale of a Box is described in paragraphs 6-10.
2. The right of withdrawal **does not apply** to a contract for the supply of digital content which is not supplied on a tangible medium if performance has begun with the Consumer's express prior consent before the end of the withdrawal period, after the Seller informed the Consumer of the loss of the right of withdrawal, which the Consumer acknowledged, and the Seller provided the Consumer with confirmation in accordance with Article 21(1) of that Act (Article 38(1)(13)).
3. In the Shop, an online Game is made available immediately after payment, and for a purchase as a gift a Code is issued immediately after payment (§ 9(3)). Before payment the User ticks a statement. For a purchase for oneself it reads: "I request access to the game immediately after payment, before the 14-day period from the conclusion of the contract has expired, and I acknowledge that I lose my right to withdraw from the contract once the game is made available to me." For a purchase as a gift: "I

request that the gift code be issued immediately after payment (I'll receive a copy in the purchase confirmation), before the 14-day period from the conclusion of the contract has expired, and I acknowledge that I lose my right to withdraw from the contract once the code is issued." The Seller confirms the statement made in the purchase confirmation email.

4. A Consumer who does not wish to make this statement may write to the Seller before the purchase. The Seller will then send a payment link by email (the same payment methods) and will add access to the Account (for a purchase as a gift: will issue the Code) after 14 days from the conclusion of the contract. Until then the Consumer may withdraw from the contract without giving reasons.
5. To withdraw from the contract in the case referred to in paragraph 4, it is enough to send an unequivocal statement to the Seller's email address or correspondence address before the period expires; the model withdrawal form in the annex to these Terms may be used, but this is not obligatory. The Seller refunds all payments promptly, no later than within 14 days of receiving the statement, using the same payment method unless the Consumer agrees to another one, without any costs for the Consumer.
6. A Consumer who has bought a Box may withdraw from the contract within 14 days without giving reasons. The period runs from the day on which the Consumer (or a third party other than the carrier indicated by the Consumer, for example the person receiving the gift) took physical possession of the Box (Article 28(1) of the Consumer Rights Act). The statement referred to in paragraph 3 does not apply to the Box.
7. It is enough to send an unequivocal statement before the period expires by email to kontakt@archiwumzagadek.pl or by letter to ul. Stefana Batorego 128, 65-735 Zielona Góra, preferably quoting the Order number; the model form in the annex may be used, but this is not obligatory. The Seller promptly confirms receipt of the statement by email.
8. The Box must be sent back to Piotr Niemiec, ul. Stefana Batorego 128, 65-735 Zielona Góra promptly and no later than 14 days from the day of withdrawal; it is enough to send it before that period expires. The Consumer bears the direct cost of returning it (Article 34(1) and (2) of the Consumer Rights Act). We recommend packing the Box so that it is not damaged in transit.
9. The Seller refunds all payments, including the cost of delivery to the Consumer, promptly and no later than within 14 days of receiving the statement, using the same payment method unless the Consumer agrees to another one. If the Consumer chose a delivery method more expensive than the cheapest one offered in the Shop, the Seller does not refund the additional costs (Article 33). The Seller may withhold the refund until it has received the Box back or the Consumer has supplied evidence of having sent it back, whichever is earlier (Article 32(3)).
10. The Consumer is liable for any diminished value of the Box resulting from handling it beyond what is necessary to establish its nature, characteristics and functioning (Article 34(4)). Looking at the contents is fine; playing the Game, for example cutting open sealed envelopes, filling in worksheets or destroying components, goes beyond this and may reduce the amount refunded by the diminished value. A Code for the online version enclosed with the Box stops working after withdrawal (§ 13(9)).

§ 12. Conformity of the Game with the contract and complaints

1. This § concerns the online version of a Game; the conformity of a Box with the contract is described in § 14. The Seller is liable for the conformity of the online Game with the contract throughout the period of its supply, on the terms of Chapter 5b of the Consumer Rights Act.
2. A complaint may be made by email to kontakt@archiwumzagadek.pl or in writing to the Seller's correspondence address. It helps to state the Account email address, a description of the problem, the device and browser, and what you request. A screenshot also helps.
3. The Seller responds to a complaint within **14 days** of receiving it, at the Account email address or another address indicated by the User. Failure to respond within this period means that the complaint is accepted (Article 7a of the Consumer Rights Act).
4. If the Game is not in conformity with the contract, the Consumer may demand that it be brought into conformity. Where bringing it into conformity is impossible, would involve excessive costs or has failed, or where the lack of conformity is so serious that it justifies this immediately, the Consumer may make a statement on a price reduction or, where the lack of conformity is not minor, on withdrawal from the contract, on the terms of Chapter 5b of the Consumer Rights Act.
5. The Seller brings the Game into conformity with the contract within a reasonable time, without significant inconvenience and free of charge for the Consumer. The price is refunded promptly, no later

than within 14 days of receiving the Consumer's statement.

6. Difficulties caused by the User's device, browser, browser extensions or internet connection are not considered a lack of conformity with the contract if these do not meet the requirements of § 3. The approximate difficulty level and estimated playing time (§ 2(1)) are not guaranteed characteristics, but the description of the Game on its page must be true.
7. Paragraphs 2 and 3 also apply to complaints concerning the Account, Discount Codes and other services provided by electronic means.
8. Complaints about a Gift: § 9(9) and (10).

§ 13. Box: delivery and code for the online version

1. A Box is available only for those Games whose Game page shows a boxed version; for the other Games only the online version is available. We send Boxes only to addresses in Poland, by the carrier corresponding to the delivery method chosen in the Order (for example InPost parcel locker, courier).
2. The dispatch time is counted from confirmation of payment. When the Box is in stock, we send it within the time stated on the Game page and in the Order summary (for example within 1-3 working days). When no copies are available and the Shop accepts Orders "made to order", we prepare and send the Box within the time stated for such an Order (for example within 14 days). The Buyer sees which of these periods applies to the Order before payment and in the confirmation. Delivery by the carrier usually takes 1-2 working days from dispatch. When the Box is temporarily unavailable, the User may ask for a one-off email notification when it is back on sale.
3. After the parcel has been dispatched, we send an email with the tracking number and a tracking link; the status of the Order can also be seen on the Account page ("Your orders").
4. The Buyer is responsible for the accuracy of the address, telephone number and parcel locker code. We will correct a mistake free of charge if the Buyer writes to us before the parcel is dispatched. If the parcel comes back to us because of incorrect details or because it was not collected, we will contact the Buyer and arrange redelivery; the cost of redelivery is borne by the Buyer unless the cause lay with the Seller or the carrier. This does not limit the rights under § 11 and § 14.
5. If we cannot send the Box on time, we promptly inform the Buyer. The Consumer may then set an additional period and, if it expires without effect, withdraw from the contract (Article 543¹ § 2 of the Civil Code); we then refund the full amount paid within 14 days.
6. The risk of accidental loss of or damage to the Box passes to the Consumer when the parcel is handed over to them (Article 548 § 3 of the Civil Code). We recommend checking the parcel on receipt; it is worth describing any damage in transit in the carrier's report and reporting it to us with a photograph. This is not a condition for making a complaint.
7. Information about the producer of the Box, its identifier and safety warnings are on the Game page, in the "Manufacturer and product safety" section, and on the Box (Regulation (EU) 2023/988 on general product safety).
8. Where the Game page and the Order summary state that the parcel contains a code for the online version, the Seller issues it after the Order is paid and puts it in the parcel (a card with the code). The code works once, on any Account, on the terms applicable to Codes under § 9(4) and (5); it is redeemed on the Account page.
9. The code for the online version is part of the Box. After withdrawal from the contract for the sale of the Box or a refund of the full price, the code is cancelled and, if it has already been used, access to the Game from that code ends.

§ 14. Conformity of the Box with the contract and complaints

1. The Seller is liable to the Consumer for any lack of conformity of the Box with the contract that exists at the time of its delivery and becomes apparent within 2 years of that time, on the terms of Chapter 5a of the Consumer Rights Act (Article 43c). A lack of conformity that becomes apparent before the end of 2 years is presumed to have existed at the time of delivery.
2. A complaint is made as described in § 12(2); it is worth attaching a photograph and the Order number. The Seller responds within 14 days (§ 12(3)).
3. If the Box is not in conformity with the contract (for example a component is missing, the print is illegible, the Box arrived damaged), the Consumer may demand repair (for example sending a missing or defective component) or replacement (Article 43d). The costs, including shipping both ways, are

borne by the Seller. If repair or replacement is impossible, has failed or would involve excessive costs, or the lack of conformity is significant, the Consumer may make a statement on a price reduction or, where the lack of conformity is not minor, on withdrawal from the contract (Article 43e).

4. The Consumer makes the Box available for repair or replacement; the Seller collects it at its own cost (for example by a shipment paid for by the Seller). The price is refunded promptly, no later than within 14 days of receiving the statement.

§ 15. Technical breaks and changes to the Game

1. The Seller takes care to keep the Shop running without interruption. Short breaks may be needed for maintenance, updates or fixing faults; where possible, the Seller schedules them at night.
2. The Seller may change an online Game in a way that is not necessary to keep it in conformity with the contract only for a valid reason, such as fixing errors, security, a change in the law, adaptation to new browsers and devices, or development of the Game. The change must not involve any costs for the Consumer, and the Seller informs the Consumer of it clearly and comprehensibly.
3. If a change has a significant negative impact on access to the Game or its use, the Seller informs the Consumer in advance on a durable medium, and the Consumer may terminate the contract within 30 days of the change or of being informed of it, whichever is later, in accordance with the Consumer Rights Act. The Seller then refunds part of the price in accordance with that Act.

§ 16. Period of access to the Game

1. Access to an online Game is bought once, without a subscription and without an end date (**for an indefinite period**).
2. The Seller may stop making an online Game available only for an important reason: permanent cessation of business, a change in the law or a decision of an authority making further provision of the Game impossible, loss of the rights to elements of the Game that cannot be replaced, or a security threat that cannot be removed. The Seller notifies Users of this by email at least 6 months in advance and, in the case of sudden events beyond its control, promptly.
3. In such a case the Seller will make available to everyone who has access to the Game, and to a Buyer whose Code has not been used, a free version of the Game for independent use without the Shop (files to download or a version to print). If this is not possible, the Seller will refund part of the price in accordance with the Consumer Rights Act. This does not limit the Consumer's rights under Chapter 5b of that Act.

§ 17. Leaderboards, Nickname and badges

1. The User may set a Nickname on the Account (one per Account) on the Account page or in the Game after solving the case. Setting a Nickname is voluntary and switches on the publication of the User's results in the Leaderboards; only Accounts with a Nickname appear in the Leaderboards. Without a Nickname you can buy Games and play in exactly the same way.
2. In the Leaderboards, on result pages and on images for sharing, the Shop publishes only: the Nickname, playing time, number of hints, month of solving, language of the Game, position, badges and the percentage of players with a longer time. The User may at any time change the Nickname (at most twice within 30 days), delete it or hide an individual result; deleting the Nickname removes the Account from all Leaderboards, and deleting the Account deletes the results. An abandoned Nickname is reserved for its previous owner for 30 days.
3. The playing time in the Leaderboard is measured by the Shop's server on the basis of the progress saves on the Account (active playing time). The Leaderboard is for entertainment, is not a competition or a game of chance within the meaning of the law, and no prizes are connected with a position in the Leaderboard. Times shorter than 20 minutes and longer than 100 hours are not accepted into the Leaderboard. A result for which the server has not measured the whole playing time (for example a game played offline) may be checked by the Seller before publication or not accepted. Progress saves sent with a delay (for example after playing offline) are accepted and merged with the Account, but the server counts the moments of opening further parts of the Game and of solving the case from the moment it receives the save, and does not measure offline playing time; such a result may need to be checked before publication. The first solution of the case counts.
4. Badges are awarded automatically by the Shop according to the rules described on the Leaderboard page. Badges that depend on the position in the Leaderboard may change when other players' results

change.

5. A result page has a random address and is not indexed by search engines; anyone who knows the address can see it. Sharing a link or image on social media takes place on the terms of those services.
6. The Seller may hide an entry or reset a Nickname that breaches § 3(7) or the law. The Seller may stop running the Leaderboards, announcing this on the Leaderboard page 14 days in advance.
7. If, after the case has been solved, another Game which the User does not yet have is available for purchase in the Shop, the Seller may offer the User a Discount Code for such a Game (for the online version or the Box). The amount of the discount and the period of validity are stated in the offer on the Account page and in the Game; when these rules were introduced they were 15% and 48 hours from claiming the Code. The Code is claimed with the "Claim code" button, once for each Game solved. The Code is single-use, assigned to the email address of the Account and works only for Games other than the one the User has solved, and only for a Game the Account does not yet have. When there is no other Game for sale in the Shop, there is no offer; it will appear when such a Game goes on sale. The Seller may change the amount of the discount and the period of validity or switch the offer off; the change does not affect Codes the User has already claimed. In all other respects § 7(6)–(10) applies.

§ 18. Personal data and consents

1. The rules for processing personal data, including the Recipient's data provided at a purchase as a gift, the data of the recipient of a Box, the Nickname and the results in the Leaderboards and the chosen language, as well as cookies and browser storage, are described in the Privacy Policy (<https://archiwumzagadek.pl/en/prywatnosc>).
2. Consent to marketing emails is voluntary, separate from acceptance of these Terms and is not a condition for creating an Account, buying or playing. It may be given by a person aged 16 or over on the Account page, in the request after the first sign-in or in the Order, by ticking the statement: "I'd like to receive emails about new games, promotions and discount codes, reminders about an unfinished game or an unpaid order, congratulations when I solve a case, and birthday wishes. I can withdraw my consent at any time on my account page or via the link in every email." Withdrawal of consent takes effect immediately and does not affect Orders or the Account. The Seller sends messages needed to perform the contract (confirmations, Gift invitations, sign-in links, information about the dispatch of a Box) without this consent.
3. Analytics and advertising cookies work only after consent given in the banner; consent can be changed in "Cookie settings" at the bottom of every page of the Shop.

§ 19. Out-of-court dispute resolution

1. A Consumer may use out-of-court means of handling complaints and pursuing claims, in particular the assistance of a municipal or district consumer ombudsman, mediation or a permanent amicable consumer court at a regional inspectorate of the Trade Inspection (Act of 23 September 2016 on Out-of-Court Resolution of Consumer Disputes (ustawa z dnia 23 września 2016 r. o pozasądowym rozwiązywaniu sporów konsumenckich)). Information and addresses are available at prawakonsumenta.uokik.gov.pl.
2. The Seller does not undertake in advance to use out-of-court dispute resolution methods; it decides on participation separately in each case and will inform the Consumer of this when handling the complaint.

§ 20. Users who are businesses

1. This § applies only to Users who are neither Consumers nor Sole Traders with Consumer Rights.
2. The Seller's liability towards such Users is limited to the price paid for access to the Game or for the Box and does not cover lost profits; this limitation does not apply to damage caused intentionally. The provisions on statutory warranty (rekojmia) are excluded within the limits of Article 558 § 1 of the Civil Code.
3. Disputes are resolved by the court having jurisdiction over the Seller's registered address.
4. A business from another European Union member state which gives in the Order an EU VAT number that is active in the VIES system receives for an online Game an invoice marked "reverse charge" (the tax is accounted for by the purchaser); the price payable does not change.

§ 21. Changes to these Terms

1. The Seller may change these Terms for important reasons: a change in the law, a change in the payment, delivery or sign-in methods, new features of the Shop and the Games (including new language versions), new products (for example further Games or Boxes), security reasons or the need to clarify the provisions.
2. The Seller informs Users who have an Account of a change by email and on the Shop website at least 14 days before it takes effect. The Seller also shows information about the change in the "Account" tab, where the User can confirm acceptance of the new version. Lack of confirmation does not block the Account or access to purchased Games. A User who does not accept the changes may terminate the contract for maintaining the Account; the changes do not apply to access bought earlier (paragraph 3).
3. A change to these Terms does not affect rights acquired before it takes effect; contracts concluded earlier (access to a Game, including as a gift, and the sale of a Box) are governed by the Terms in force on the date of purchase, unless the new Terms are more favourable to the User. The Seller states the date of the version of the Terms applicable to the Order in the purchase confirmation and in the attached PDF file.

§ 22. Language and language versions

1. The Shop, the online Games and the emails sent by the Shop are available in Polish, English and Ukrainian. The language is chosen with the switcher on the Shop page or in the Game; after signing in, the choice is saved as the Account language. The languages of a given online Game are stated on its page in the Shop, and the language of the materials in a Box is described in § 2(11).
2. These Terms, the Privacy Policy and the "Returns and Complaints" page are drawn up in Polish, and the Shop concludes contracts in that language (Article 8(1) of the Polish Language Act of 7 October 1999 (ustawa z dnia 7 października 1999 r. o języku polskim)). The Seller also provides translations of them into English and Ukrainian (Article 8(1a) of that Act), in the corresponding language version of the Shop, before and after the conclusion of the contract.
3. The Polish version is binding: in the event of any discrepancy between the Polish version and a translation, the Polish version applies. The translations are provided for information. They do not limit the rights which Consumers and Sole Traders with Consumer Rights have under mandatory provisions of law (§ 23(1) and (2)), nor the rule that ambiguous terms are interpreted in favour of the Consumer (Article 385 § 2 of the Civil Code).
4. Buttons, statements and consents displayed in another language version of the Shop (for example the "Buy and pay" button, the statement referred to in § 11(3) and the consent referred to in § 18(2)) are translations of the Polish wording quoted in these Terms and have the same meaning. Their wording in a given language is quoted in the translation of these Terms.
5. The Shop sends emails in the language of the recipient's Account or, where the recipient has no Account or no language is saved for the Account, in the language of the page on which the action that triggers the message was taken. The language of the purchase confirmation and the documents attached to it are described in § 6(4), and the language of a Gift invitation in § 9(3). The payment service provider's payment page (§ 7(2)) is available in Polish or English.
6. You can write to the Seller in Polish, English or Ukrainian, including about complaints and withdrawal from the contract. The Seller replies in Polish or English and, where possible, in the language of the message.

§ 23. Final provisions

1. Contracts concluded through the Shop are governed by Polish law. This choice of law does not deprive a Consumer of the protection afforded by the mandatory provisions of the law of the country of their habitual residence (Article 6(2) of Regulation (EC) No 593/2008 on the law applicable to contractual obligations, "Rome I").
2. The provisions of these Terms do not exclude or limit the rights of Consumers and Sole Traders with Consumer Rights arising from mandatory provisions of law. In the event of a conflict, those provisions apply.
3. Disputes with Consumers are resolved by the courts having jurisdiction under the general rules.

Annex. Model withdrawal form

Complete and return this form only if you wish to withdraw from the contract (§ 11(4) and (6)). It is not obligatory: any unequivocal statement, for example an email, is enough.

To: Piotr Niemiec, ul. Stefana Batorego 128, 65-735 Zielona Góra, email: kontakt@archiwumzagadek.pl

I/We(*) hereby give notice that I/we(*) withdraw from my/our(*) contract of sale of the following goods(*) / contract for the supply of the following digital content(*): (for example the game “...” in a box / access to the online game “...”)

Date of conclusion of the contract(*) / of receipt(*): Order number:

Name(s) of consumer(s): Account email address:

Address of consumer(s):

Signature of consumer(s) (only if this form is sent on paper):

Date:

(*) Delete as appropriate.