

Terms of Service
<https://taintedgrail.com>

1. INTRODUCTION

- 1.1. These Terms of Service define the rules applicable to the use of our Services through our Website.
- 1.2. The Website is managed by **AR Digital spółka z ograniczoną odpowiedzialnością** with its registered office at Legnicka 16, 53-673 Wrocław, entered in the register of entrepreneurs of the National Court Register maintained by Sąd Rejonowy dla Wrocławia-Fabrycznej we Wrocławiu, 6th Commercial Division of the National Court Register, under KRS number: 0000771777, holding NIP number: 8971863860 and REGON number: 38257059500000, and share capital in the amount of: 201 000,00 PLN.
- 1.3. Whenever in these Terms of Service we use words such as „**AR Digital**”, „**we**”, „**our**”, „**us**” we mean AR Digital Sp. z o.o. Whenever in these Terms of Service we use words such as „**you**”, „**your**” or „**yours**” we mean the User (as defined below).

2. DEFINITIONS

- 2.1. All capitalized terms shall be defined as described below:
 - 2.1.1. **Personal Data** - any information relating to an identified or identifiable natural person, such as your name, address, or email address;
 - 2.1.2. **Privacy Policy** – Privacy Policy of AR Digital available at <https://taintedgrail.com/privacy-policy>;
 - 2.1.3. **Services** – all services that AR Digital renders based on these Terms of Service through the Website;
 - 2.1.4. **Website** – the website available at <https://taintedgrail.com>, through which it is possible to learn about the Tainted Grail game, purchase a key to the aforementioned game directly from Xsolla Inc., and contact us;
 - 2.1.5. **User, you** – any person or entity, which makes use of the Services and enters into the Electronic Services Agreement;

Singular, plural, gender. All references to the singular shall include the plural where applicable, and all references to gender shall include both genders and the neuter.

Headings and titles. Headings and titles are used for convenience only and are not to be used in construing or interpreting these Terms of Service.

3. GENERAL PROVISIONS

- 3.1. These Terms of Service govern the rules for using the Website and providing Services to Users by AR Digital.
- 3.2. The User is obliged to read these Terms of Service before starting to use the Services.
- 3.3. Based on these Terms of Service, we provide the following Services:
 - 3.3.1. learn about AR Digital's offer regarding the Tainted Grail game;
 - 3.3.2. purchase game keys through the Xsolla Inc. widget. AR Digital expressly disclaims and informs that it is not a party to the sale agreement for the aforementioned keys; the purchase agreement is concluded directly between the User and Xsolla Inc.

- 3.4. The User may use the Services only in a lawful manner. By using the Services, the User agrees to refrain from any actions that may hinder or disrupt the proper functioning of the Website, including, but not limited to, destroying, modifying, deleting, damaging the Website, or hindering access for other Users in any other way.
- 3.5. The use of the Website is optional and free of charge. By using the Website, the User confirms that they are of legal age according to the law of their place of residence.
- 3.6. The Website is provided on an "as is" and "as available" basis, without any warranties, express or implied. We reserve the right to modify, suspend, or discontinue the Services at any time, with or without notice. We are not liable to the User or any third party for any modification, suspension, or discontinuation of the Services.

4. THIRD PARTY PROVIDER – XSOLLA INC.

- 4.1. For providing purchasing game keys through the Xsolla Inc. widget we are using third party's widget provided by Xsolla Inc.
- 4.2. We do not verify, curate, or control third party content. We do not control third party services. As a result, we do not guarantee, endorse, or recommend such content or services to any or all users of the Services, or the use of such content or services for any particular purpose. You access, rely upon or use any third party content or third party service at your own risk. We do not guarantee the accuracy of content provided by third party.
- 4.3. Xsolla Inc. has its own separate [terms and conditions](#). Those terms and conditions may include disclaimers or risk warnings about reliance on or the accuracy of any information. Such terms may also apply a privacy policy different from that which we maintain and incorporate into this Terms of Service. It is your responsibility to understand the terms and conditions of third party Services, including how those service providers use any of your information under their privacy policies.
- 4.4. We disclaim all responsibility and liability for any losses on account of your reliance upon or use of third party content or services. We have no responsibility for third party actions that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to use a third party service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws.

5. TECHNICAL REQUIREMENTS

- 5.1. In order to access the Website and use the Services, you need to have:
 - 5.1.1. laptop, computer, tablet, smartphone or other multimedia device;
 - 5.1.2. access to a stable Internet connection.

6. CONCLUSION AND TERMINATION OF THE ELECTRONIC SERVICES AGREEMENT

- 6.1. This Terms of Service concluded between AR Digital and the User as a result of accepting these Terms of Service by using our Website may be terminated by either party at any time. Termination of this Terms of Service will result in the User's inability to use the Services.
- 6.2. AR Digital has the right to terminate the Terms of Service at any time by ceasing to provide the Services through the Website. AR Digital may terminate the Terms of Service with immediate effect if the User violates provisions of the Terms of Service.

7. OUR LIABILITY

- 7.1. We make every effort to ensure proper functioning of the Website and remove bugs or errors within a reasonable time, however we do not guarantee to remove any irregularities reported by the Users.
- 7.2. We are not liable for any disruptions in the proper functioning of the Services, as well as for non-performance or improper performance of this Terms of Service caused by force majeure,

third parties and/or by our efforts to improve the Website functionality, unless we are solely liable for such an event.

- 7.3. To the maximum extent permitted by law, in no event shall AR Digital be liable to the User for any loss of profits, loss of use, business interruption, loss of data, cost of cover, cost of procurement of substitute goods or services or any indirect, special, incidental, exemplary or consequential damages of any kind in connection with or arising out of these Terms of Service.

8. DATA PROTECTION

- 8.1. The rules of processing User's Personal Data, including cookies, by AR Digital are specified in the Privacy Policy, available at <https://taintedgrail.com/privacy-policy>.

9. CONTACT WITH US

- 9.1. Contact with AR Digital is possible via post: address: AR Digital sp. z o.o., ul. Legnicka 16, 53-673 Wrocław or at our email address: [\[publishing@awakenrealms.com\]](mailto:publishing@awakenrealms.com).

10. CONSUMER LAW

- 10.1. This section regulates the rights of consumers as defined under Polish law, including the Act of 23rd April 1964 – Civil Code as well as the Act of 30th May 2014 on Consumer Rights.
- 10.2. Please note that nothing in this Terms of Service will affect your statutory rights as a consumer which under the applicable law are not capable of exclusion or limitation. Please be informed that:
- 10.2.1. this Terms of Service is a legal agreement between you and AR Digital which governs your use of the Website;;
 - 10.2.2. you can contact us by email at [\[publishing@awakenrealms.com\]](mailto:publishing@awakenrealms.com) or by post mail at AR Digital sp. z o.o., ul. Legnicka 16, 53-673 Wrocław;
 - 10.2.3. you can file a complaint regarding the Website by email at [\[publishing@awakenrealms.com\]](mailto:publishing@awakenrealms.com), we will investigate each complaint and inform you about the result of the investigation by e-mail within 14 days (please be informed that all complaints regarding Tainted Grail key purchasing should be filed directly to Xsolla Inc.);
 - 10.2.4. subject to the provisions of this Terms of Service:
 - 10.2.4.1. the contractual obligations of AR Digital are regulated by Act of 23rd April 1964 – Civil Code;
 - 10.2.4.2. you can pursue your contractual claims regarding this Terms of Service or the Website in accordance with Act of 23rd April 1964 – Civil Code;
 - 10.2.5. to resolve a dispute with us you can use out-of-court dispute resolution procedures, e.g. by means of an intervention of a county (city) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers). Advice is provided by the Federation of Consumers at the consumer helpline number +48 800 007 707 (local charges may apply).

11. FINAL PROVISIONS

- 11.1.1. We may amend these Terms of Service and any arrangements made hereunder at any time for the following important reasons:
- 11.1.1.1. organisational, business or legal changes with regards to us that affect the Services;
 - 11.1.1.2. amendments to law which affect the Services;
 - 11.1.1.3. changes in the Website's functionalities.
- 11.1.2. Each time these Terms of Service are amended, you will be informed about it via the Website.

- 11.2. These Terms of Service, as well as any agreement entered into between us and Users, are governed by the Polish law, excluding any conflict of law rules.
- 11.3. Any disputes between us and the Users shall be settled by mediation or other way of out-of-court dispute resolution. If we are unable to reach an agreement, any disputes that may arise in connection with these Terms of Service shall be submitted to the competent courts of Wrocław, Poland.
- 11.4. These Terms are effective as of the date 08th May 2026.