

Terms of Service — Hidden Gem

Version 1.0 · in force from 28 September 2026

In short: Hidden Gem is free to play, and your account is created without sign-up under a random Account ID — you can delete it in the game at any time, together with your progress and your Gems, including purchased ones. Gems are sold by Apple in the App Store; we credit them to your account and handle complaints at contact@notbad.tech. Every player-made scene is reviewed by a person before anyone else can see it, and you can appeal a moderation decision. The full terms below are the binding text.

1. Section 1. General

1. These Terms set out how you may use the Hidden Gem game on iPhone and the services the game provides electronically.
2. The provider is Protip Norbert Częścik, a sole trader entered in the Polish Central Register and Information on Economic Activity (CEIDG), trading as Not Bad Technology, Polish Tax Identification Number (NIP) 5242873450, address: Wyszogrodzka 14/107, 03-337 Warsaw, Poland, email: contact@notbad.tech, telephone: +48 572 927 752.
3. In these Terms:
 1. **Game** means the Hidden Gem app for iPhone together with the server it connects to;
 2. **Player** means a person who uses the Game;
 3. **Account** means the record on our server that holds your progress, balances and scenes;
 4. **Account ID** means the random identifier of the Account, created on your iPhone the first time you open the Game and shown in the Game under Settings;
 5. **Scene** means a picture in which you look for a hidden gem, including a scene created from a Player's description;
 6. **Gems** means the virtual items used in the Game: Hidden Gems, Health Gems, Mysterious Gems and the Golden Gem.

4. The app is distributed through the App Store. Your licence to use the app itself is governed by Apple's terms. These Terms govern the services we provide: the Account, play on our server, Scenes created by Players and moderation. Gems are sold by Apple: Apple takes the payment and decides on refund requests under its own terms. We are responsible for adding purchased Gems to your Account and for our services conforming with the contract (Sections 6 and 10).
 5. Our point of contact for the purposes of Articles 11 and 12 of the Digital Services Act is contact@notbad.tech. Messages are read and answered by a person. You may write in Polish or English, and we communicate with authorities in those same languages.
 6. These Terms are available free of charge at notbad.tech/terms/hidden-gem/ (English) and notbad.tech/terms/hidden-gem/pl/ (Polish), at those addresses also as a PDF carrying the version number, and in the Game under Settings, Terms of Service. You can save or print them.
-

2. Section 2. Services

1. In the Game we provide the following services:
 1. running an Account without registration, under an Account ID;
 2. play: serving Scenes and storing your progress, level and Gem balances;
 3. creating Scenes from Players' descriptions using artificial intelligence, and sharing approved Scenes with other Players;
 4. reporting Scenes from within the Game;
 5. notifications when a Scene of yours is approved, if you turn them on;
 6. daily rewards and optional rewarded ads (Section 7);
 7. in-app purchases of Gems (Section 6).
2. The Game is free to use. Only in-app purchases are paid, and you never have to make one.
3. How personal data is handled is described in our privacy policy: notbad.tech/privacy/hidden-gem/.

3. Section 3. Technical requirements

1. To use the Game you need:
 1. an iPhone running a version of iOS supported by the current version of the Game, as stated in the App Store;
 2. an internet connection;
 3. an up-to-date version of the Game. If the version installed on your iPhone stops working with our server, the Game will ask you to update.
 2. In-app purchases require an Apple Account with payment enabled.
-

4. Section 4. Making and ending the contract

1. The contract for the use of the Game is concluded the first time you open the Game, when the Account is created. It is concluded for an indefinite period.
2. A Player who is a minor uses the Game on the terms set by law. Where the law requires the consent of a legal representative for a particular act, in particular for buying Gems, that consent is required. A legal representative can limit or switch off purchases in the iPhone's settings (Screen Time, Family Sharing, Ask to Buy) and can also ask us to delete the Account by giving us its Account ID. The age question asked before ads is described in Section 7.
3. You may end the contract at any time by deleting the Account in the Game: Settings, Delete account. The Account is deleted immediately, together with your progress, your Gem balances, including Gems you bought, and every Scene you created, including approved ones. Deletion cannot be undone.
4. A Player who is a consumer may also withdraw from the contract within 14 days of making it, without giving a reason. It is enough to delete the Account or to send a statement to the email or postal address in Section 1(2), quoting your Account ID; you may use the model form annexed to these Terms. If you delete your Account within 14 days of making the contract, we treat that as withdrawal, unless you tell us otherwise. Withdrawal from the contract with us does not cover purchases made in the App Store, where Apple is the seller (Section 6).
5. Deleting your Account on your own initiative, including the loss of Gems described in paragraph 3, does not on its own give rise to an obligation to refund the price. This does not affect the rights a Player who is a consumer has where digital content does not conform with the contract and which arose before the Account was deleted; you can still make a complaint after the Account is gone (Section 10).
6. An Account that has not connected to our server for 24 months is deleted automatically, on the basis described in paragraph 3 and in the privacy policy.

7. We may close the Game down. We will announce this in the Game and on notbad.tech at least 90 days in advance. From the day of the announcement, Gems can no longer be bought, and Gems already held can be used until the closing day. On that day the contracts with Players end and Accounts are deleted. Gems left unused on that day are not refunded; this does not affect the rights a Player who is a consumer has under mandatory law.
-

5. Section 5. How you may use the Game

1. You use the Game in accordance with the law, these Terms and good practice.
 2. In particular, you must not:
 1. provide unlawful content;
 2. interfere with the Game or our server, including by getting around limits, safeguards or the purchase mechanism;
 3. use the Game by automated means, for example with scripts that send requests to our server.
 3. Your Account ID works like a key to your Account. Don't share it: anyone who has it can ask us about the data linked to it, including asking us to delete the Account.
 4. Our server limits how many requests it accepts from one Account and from one network address. Going over a limit means requests are refused for a while; ordinary play never reaches the limits.
-

6. Section 6. Gems and in-app purchases

1. The Game uses the following Gems:
 1. **Hidden Gems** buy hints; you earn them by finding gems in Scenes, from daily rewards, for watching a rewarded ad, for an approved Scene, and by buying them;
 2. **Health Gems** are spent when you start a Scene; they refill over time, and you can also refill them with an ad or a purchase;
 3. **Mysterious Gems** are spent when you create a Scene;
 4. the **Golden Gem** is a one-off purchase, spent on the next Scene you create, before any Mysterious Gem.
2. Gems are digital content used only inside the Game. They have no monetary value, cannot be exchanged for money or moved to another Account, and are used up the moment they are spent.

3. Gems belong to your Account on our server, not to your Apple Account. Reinstalling the Game on the same iPhone restores the Account. Deleting the Account (Section 4) also deletes your Gems.
 4. In-app purchases are made in the App Store. Apple is the seller: it takes the payment and decides on refund requests under its own terms, at reportaproblem.apple.com. Prices are shown by the App Store before you buy. Adding the Gems you bought to your Account, and the conformity of our services with the contract, are our responsibility (Section 10).
 5. After a purchase, the Game passes the transaction to our server, which adds the Gems to your Account. Each purchase is credited only once. If more than 23 months have passed since a purchase and its Gems have not reached any Account, our server no longer adds them automatically; we handle such a purchase as a complaint (Section 10).
 6. If a purchase doesn't reach your Account, you can make a complaint (Section 10). We will add the missing Gems once we have checked the transaction.
-

7. Section 7. Ads, age and daily rewards

1. You can choose to watch a rewarded ad. An ad appears only when you ask for it, and the reward is added once you have watched it. If Google has no ad to show at that moment, the reward is added anyway.
2. Before your first ad, the Game asks whether you are 16 or older. The answer is kept only on your iPhone, never on our server, and you can change it in the Game under Settings, Age for ads. Without an answer the Game shows no ads. Rewards are the same whichever answer you give.
3. If you say you are under 16, every ad request is marked for Google as coming from a person below the age of consent: ads are not personalised, and Google does not ask you for consent.
4. If you say you are 16 or older and you are in the European Economic Area, the United Kingdom or Switzerland, Google asks for your consent on its own terms before the first ad. You can change your choice in the Game under Settings, Ad privacy choices.
5. Ads are served by Google. How data is handled around ads is described in our privacy policy (Section 2(3)).
6. Daily rewards are claimed in the Game. How much a reward is worth depends on your streak of consecutive days.

8. Section 8. Scenes you create

1. You can describe a Scene in 3 to 80 characters. The description goes to our artificial-intelligence provider, which creates a picture from it. Creating a Scene costs the Golden Gem or one Mysterious Gem. If the automated safety check blocks your description, or the Scene fails for technical reasons, the Gem is not taken or is returned to your Account.
2. A description must not:
 1. break the law, including third-party rights such as copyright and trade marks;
 2. contain sexual content, violence, cruelty, or offensive or hateful content;
 3. contain personal data or information about real people;
 4. aim at producing a picture that shows a real person, including a picture that could pass for a genuine likeness of them;
 5. impersonate another person or organisation.
3. A new Scene is visible only to you until a person has reviewed it (Section 9). Once approved, it joins the pool of Scenes served to all Players, who receive the picture alone — without the description, without your Account ID and without anything else about you. For an approved Scene you receive a reward in Hidden Gems, once.
4. You confirm that the description is your own and that, to the best of your knowledge, using the description and the Scene as these Terms provide does not infringe anyone else's rights.
5. To the extent of the rights you hold, you grant us a free, non-exclusive licence, unlimited as to territory, to use the description and the Scene in the following fields of exploitation: recording and reproduction by digital means, entering into and storing on our server, making available to the public within the Game in such a way that any Player can access the Scene at a place and time of their choosing, and reproduction and display for the purposes of moderation and of handling reports and appeals. The licence ends when the Scene or the Account is deleted, except so far as it is needed to finish a report or appeal already under way.
6. Every Scene in the Game, including the ones we prepared ourselves, is a picture made by artificial intelligence. The pictures keep the machine-readable provenance marking stored in them, and a Player's Scene is additionally labelled "AI-generated" in the preview after it is created and under My scenes.
7. You can ask us to remove a single Scene of yours by writing to the address in Section 1(2) with your Account ID and the Scene's description. Deleting your Account removes all of your Scenes.

9. Section 9. Content moderation

1. Every Scene a Player creates is checked by a person before anyone else can see it. Automated checks only block a description before a picture is made. They never decide on their own to reject a Scene or to remove one already published.
2. A Scene is rejected or removed if it breaks Section 8(2), in particular for these reasons: offensive or hateful content, sexual content, violence or cruelty, personal data, another breach of these Terms or of the law.
3. If your Scene is rejected or removed, you learn this in the Game under My scenes, where you see the reason for the decision. The picture of a removed Scene is deleted; the description, the reason and the date stay in your Account until the Account is deleted.
4. If an Account repeatedly, and in particular at least three times, produces content that breaks Section 8(2), we may suspend scene creation for that Account. The decision is made by a person and lifted by a person. You see the reason in the Game, on the Create scene screen, together with how to appeal. The rest of the Account, including its Gems and play, continues to work.
5. A Scene can be reported:
 1. in the Game, using the flag on a Scene and choosing a reason. The Scene stops being visible to you straight away, and a person reviews the report;
 2. through the form at notbad.tech/hidden-gem/report/, if you believe the content is illegal. Anyone can use the form, including people who don't play the Game. We confirm receipt by email and tell the reporter the decision together with our reasons.
6. A report on its own does not take a Scene away from other Players. A person decides that after reviewing the report.
7. You can appeal against a decision to reject or remove a Scene, to suspend scene creation, or to leave reported content up, by writing to the address in Section 1(2) with the reference number, or with your Account ID and the Scene's description. A person handles appeals without undue delay. Details: notbad.tech/hidden-gem/report/appeal/.
8. Whatever the outcome of an appeal, a dispute about a moderation decision can be brought before an out-of-court dispute settlement body certified under Article 21 of the Digital Services Act, or before a court.

10. Section 10. Complaints

1. A complaint about our services, including Gems that did not reach your Account, can be made by email to contact@notbad.tech, by telephone on +48 572 927 752, or by post to the address in Section 1(2).

2. A complaint should describe the problem and give your Account ID, and for a purchase also its date and the name of the product.
 3. We answer a complaint within 14 days of receiving it, by email or by post, in the form in which it was made. A complaint made by telephone is answered by email if you give us an address, and otherwise by telephone.
 4. If Gems or our other services do not conform with the contract, a Player who is a consumer may require us to bring them into conformity. If that is impossible or would cost us disproportionately, and also if we fail to bring the service into conformity within a reasonable time and without significant inconvenience to you, you may make a statement reducing the price or withdrawing from the contract, under the Polish Consumer Rights Act.
 5. A refund request made to Apple (Section 6(4)) is a different thing from a complaint made to us. Using one route does not close the other, except that the same purchase is only refunded once.
 6. A Player who is a consumer may use out-of-court ways of handling complaints and pursuing claims, in particular the help of a municipal or district consumer ombudsman or of a regional inspectorate of the Trade Inspection. Information about them is published by the Polish Office of Competition and Consumer Protection at uokik.gov.pl.
-

11. Section 11. Liability

1. We take care to keep the Game running without interruption. Interruptions may still happen, in particular during updates and when our service providers fail.
 2. We are not responsible for how the App Store or the services of Apple or Google work; they provide them on their own terms.
 3. Nothing in these Terms excludes or limits the rights a Player who is a consumer has under mandatory law, including the rules on digital content and services conforming with the contract.
-

12. Section 12. Changes to these Terms

1. We may change these Terms for good reasons: changes in the law, changes to the Game's features, changes of service provider, or the need to keep the Game secure.
2. We announce a change in the Game at least 14 days before it takes effect, unless the law requires a faster change.
3. A Player who does not accept a change may end the contract before it takes effect by deleting the Account (Section 4(3)).

4. Every version of these Terms carries a number and the date it took effect. Published versions stay available on our website at their own addresses, as PDFs.
-

13. Section 13. Final provisions

1. The contract is governed by Polish law. That choice does not deprive a Player who is a consumer of the protection of provisions that cannot be excluded by contract and that apply in the country where they habitually live.
2. Disputes are decided by the court having jurisdiction under the general rules.
3. These Terms are made available in Polish and in English. You may use either language when you write to us.
4. The model withdrawal form annexed to these Terms forms part of them (Section 4(4)).

14. Annex — model withdrawal form

Fill in and return this form only if you wish to withdraw from the contract.

To: Protip Norbert Częścik, Wyszogrodzka 14/107, 03-337 Warsaw, Poland, email:
contact@notbad.tech

I hereby give notice that I withdraw from my contract for the services provided in the Hidden Gem game.

- Date the contract was made (when you first opened the Game):
- Account ID:
- Consumer's name:
- Consumer's address (if you want our reply by post):
- Consumer's signature (only if this form is sent on paper):
- Date: