

Registration and use terms of Pinf account

Article 1 Definitions of terms

1. **Provider** – Pinf s.r.o., 906 05 Sobotište 393, ID Company: 51007908, which is the operator of the portal where it provides the Pinf services listed in these conditions.
2. **User** – A physical or legal person who has registered on the portal for the purpose of using Pinf services.
3. **Pinf services** – Pinf Hry Panel, Pinf ImageHost, and other Pinf tools or services that are accessible on the portal for registered users, and which can be changed and updated by provider over time.
4. **Pinf Hry Panel** – an overview of Pinf Hry statistics, individual player activities and their gaming behavior captured by electronic means,
5. **Portal** – an Internet area operated by provider under the domain www.pinf.sk in which the user and his authorized persons can quickly and easily manage Pinf services provided by the provider.
6. **Account** – user account created by registration to use Pinf services
7. **Password** – the code chosen by the user at registration and serves to identify and authenticate the user's identification when entering the portal.
8. **Identity number** – a unique set of numbers that is generated after the acquirer's registration through which the device will be identified at each launch and use of Pinf Hry. If Pinf services are purchased, the identification number is needed to activate them when they first start.

Article 2 Registration

1. It is necessary for the user to register on the portal in order to make full use of the Pinf services provided by the provider.
2. Upon registration, the user will enter the username, email address, and password to be identified on the portal after registration. After completing the registration form and before starting to use the portal, the user must agree to these terms. The registration can not be successfully completed and the portal user's status can not be obtained without consent.
3. Correct registration and veracity of the information provided will be verified by sending a confirmation email to the email address entered by the applicant on the registration form. After completing the instructions contained in the confirmation email, the registration will be successfully completed and the identification number will be assigned to the user.
4. User registration is generated by submitting the data and marking the relevant box, and the agreement for registration and use of the account is closed on the basis of which the account is created for the user and these terms are an integral part of it (hereinafter referred to as the "Agreement").
5. Upon registration, the user is authorized to use the full functionality of the portal, in particular to select the Pinf service pack. For each subsequent login, the user of the account will be identified by the login name and password. The signup data will be used by the user to log in to the account and also to link the Pinf services with account.
6. The user is solely responsible for choosing an inappropriate login or password and for its misuse.

Article 3 Registration conditions

6. The necessary requirement to use of portal and account is an Internet connection Internet connection charges may be charged

when using the internet connection by provider of an Internet connection.

7. The use of the account itself and the portal is free of charge.

Article 4 Termination and change of authorization to use the portal

1. The Provider is authorized to modify, amend, replace or cancel Pinf Services, these Terms and Conditions as well as the quality, scope and structure of Pinf Services, in whole or in part.
2. The provider shall publish information on the change of at least 15 calendar days before the change is effected in an appropriate manner through the portal, or through other provider's Internet sites or other means. (E.g., on the user's specified email address)
3. If the data entered by a user during the registration prove to be incomplete, incorrect or untrue, or a reasonable doubt arises, the provider is entitled to cancel the registration or temporarily restrict the provision of Pinf services through the portal.
4. The provider is entitled to cancel the account and withdraw from the agreement under the terms and conditions set forth in the law or these terms.

Article 5 Provider rights and obligations

5. Provider is entitled to:
 - a) terminate the provision of Pinf services at any time if a user abuses Pinf service or is suspected of abuse,
 - b) introduce additional ways to protect the portal and user access to the portal, and the user is required to respect additional protection,
 - c) inform the user of Pinf services provided through other websites operated by the provider in the form of direct mail and other similar forms,
 - d) contact the user for the direct marketing of the services provided, only with the user consent.

Article 6 User rights and obligations

6. The user is required to protect the password against loss or unauthorized use by a third party.
7. The user is obliged to change this data without delay in case of loss or alienation of login data.
8. The Provider is not responsible for the non-use of login data and the occurrence of any damages caused by the user's negligence with the handling of the login data.
9. User is not authorized:
 - a) to use the portal in violation of these terms,
 - b) to use mechanisms, software and programs that may harm the portal and its operation
 - c) to use measures that would lead to unacceptable overloading of the systems.
 - d) to use "Datamining" software or otherwise collect information about Pinf services,
 - e) to violate applicable laws, refer to violations or refer to such posts,
 - f) to use portal and its data for commercial purposes or sell to third parties or promote them (including through links)
 - g) to abuse, block, modify or otherwise modify any part of the portal or attempt to disrupt the stability, integrity, operation or portal data.
5. User is required:

- a) comply with the provisions of these conditions and follow the instructions of the operator,
- b) to abstain from actions that threaten or disrupt the operation and functionality of the portal

6. Is forbidden:

- a) use cheats, software for automation, hacking or other unauthorized software designed to modify any of Pinf services.
- b) obtain or attempt to obtain passwords or other private information from other users
- c) abuse support or write false messages
- d) publish or distribute content that damages the network, server, or other components (for example, spreads worms, Trojans, viruses, spyware, phishing of passwords, etc.).

Article 7 Availability

- 9. Provider guarantees portal availability on average 95% during the year. There is no time for regular Pinf Hry maintenance, which is possible only in offline mode, nor time we can not influence, for example, due to force majeure, external manipulation or other problems.
- 10. The provider is entitled to temporary period not exceeding a period of 48 hours to prevent the access to the portal and account due to perform the updates/upgrades or due to error handling. The Provider is obliged to notify the user of such planned update, resp. scheduled bug fixes via portal.
- 11. The provider is not responsible for the unavailability of the portal due to an Internet connection failure. Also, it is not responsible for loss of user data.
- 12. The provider is not responsible for the errors that have occurred due to improper use of the portal or account (eg. deletion, overwriting, virus attacks), then a fault caused by a third party or event for which a third party is responsible, or for errors caused by unavoidable event.

Article 8 Responsibility

- 1. The provider is not responsible for misuse of Pinf service's content in the event of misuse of user's login data due to user negligence or due to circumstances of no liability.
- 2. The applicant shall assume responsibility for any breaches of applicable law when submitting false information.
- 3. A circumstance excluding liability is an impediment that has occurred independently of the will of a liable party and prevents it from fulfilling its obligation and if it can not reasonably be assumed that the obligated party would avert or overcome this impediment or its consequences or obstacle anticipated, e.g. natural disasters and their consequences, power outages, crises, epidemics, state emergency, weather conditions and other circumstances that are circumstances that exclude liability under the laws of the Slovak Republic.
- 4. The injured party does not have claim for damages, if the default of the obligated Contracting Party was due to the action of the injured party or the lack of co-operation to which the injured party was liable.
- 5. The operator is not responsible for:
 - a) the content of Pinf services will be flawless
 - b) the content of Pinf services is free from viruses; or

- c) the download of Pinf service's content and its use by users will not affect the data and information stored on the device
- d) the downgrading or downtime of Pinf services caused by a third party,
- e) the way and consequences of user-setting Pinf services or user equipment,
- f) In the provision of Pinf services for communication over the Internet for the security of information, data and files transmitted through these Pinf services, or for their loss, distortion, damage or destruction.

- 6. The operator is not responsible for any damages or damages that may arise as a result of the cancellation or limitation of the user account, resp. registration, in accordance with these conditions.

Article 9 Privacy Policy

- 1. The purpose of personal data processing is the performance of the contract; its object is to provide portal services to registered entities and marketing purposes within the meaning of point 9 of this Article
- 2. The person concerned is a portal user.
- 3. Personal data for processing are:
 - a) Personal data without the consent of the person concerned necessary for performance of the contract are name, surname, address, IP address, login name, email address. (Hereinafter referred to as "necessary data").
 - b) Personal data for marketing purposes to the extent of: name, surname, address, e-mail address and IP address, with the consent of the person concerned ("personal data for marketing purposes").
- 4. The legal basis for the processing of personal data is the consent of the persons concerned and § 10 par. 3 letter b) of Act No. 122/2013 of Collection of Laws on the Protection of Personal Data (hereinafter referred to as the "Act")
- 5. Information systems are the information systems of the provider collecting the personal data of the persons concerned, in accordance with the relevant provisions of the Act.
- 6. The provider notifies that personal data will not be provided or made available to third parties.
- 7. All data provided by the person on the portal is stored on a secure server. The provider shall make the utmost efforts to protect the data and personal data of the persons concerned..
- 8. The provider is authorized to monitor and store the personal data of the persons concerned, and these are in no case provided to third parties and the provider uses all the necessary safety measures to protect them.
- 9. The person in question expresses consent to the processing of personal data for marketing purposes by filling in the personal data and marking and sending them. This means permission to use her personal information for news, benefits and other marketing actions, new products and services, and marketing for products and services offered by authorized entities. Each person concerned is entitled to request the cancellation of such information and messages at any time by e-mail or in writing.
- 10. Each person concerned is entitled to ask the provider to remove its personal data at any time in writing; This does not apply in cases where the provider is obliged or entitled to store the personal data of the person concerned without the consent under the law.
- 11. The provider declares that it complies with the relevant data protection legislation.

12. Necessary personal information is processed during the duration of the contractual relationship. Personal data for marketing purposes are processed during the duration of the contractual relationship, in the absence of a contractual relationship, it is 5 years from the date of the consent.

Cookies

13. The portal uses the so-called cookies. These are small text files that are stored on the device of the person concerned in a special browser box. Thanks to their use, which is anonymous, it is possible to make full use of all the features of the website. They make it easier to use websites and improve their performance and functionality. This is to observe user behaviour and to subsequently adapt content, simplifying the use of sites, logging in, customizing and limiting ad campaigns and similar functionality that would not be possible without the use of cookies.

14. The person concerned has the right to prohibit the use of cookies by modifying the settings in internet browser. If the person does not accept any cookies, it will not be able to use the entire functionality and all portal offers..

Information on rights of the person concerned in accordance with § 28 of the Act

15. By registering to portals and marking the appropriate box, person concerned confirms that it is familiar with the principles of privacy and agrees with them. At the same time, it confirms that it has been informed of its rights under Article 28 of the Act, the right to require, upon written request, from the authorized entities:

- a) confirmation, whether personal data is processed;
- b) in a generally understandable form, information on the personal data processing in the information system within the scope of § 15 par. 1, letters from a) to e), second to sixth points of the Act; the person concerned is entitled to become acquainted with the procedure for the processing and evaluation of operations when issuing a decision under § 28 par. 5 of the Act;
- c) in a generally understandable form, accurate information about the source from which it obtained its personal data for processing;
- d) in a generally understandable form, a list of its personal data which is the subject of the processing;
- e) correction or deleting any incorrect, incomplete or outdated personal data that is being processed;
- f) the destruction of its personal data whose purpose of processing has ended; If official documents containing personal data are subject to processing, the person may request their return;
- g) the destruction of its personal data that is subject to processing if the law has been violated;
- h) The blocking of personal data because of withdrawal of consent prior to the expiration of its period of validity, if authorized persons process personal data with the consent of the person concerned.

16. The person concerned has the right, based on a written request, to object to the operator against:

- a) The processing of its personal data which it considers to be or will be processed for direct marketing purposes without its consent and to request their destruction;
- b) use of personal data contained in § 10 para. 3 letter d) of the Act for the purposes of direct marketing in the postal service, or
- c) the provision of personal data referred to in § 10 para. 3 letter d) of the Act for direct marketing.

17. The person concerned, upon written request in person or, if the matter is urgent, has the right to object to the processing of personal data in cases pursuant to § 10 para. 3, letters a), e), f)

or g) of the Act at any time, stating the legitimate reasons or showing evidence of unauthorized interference with rights and legitimate interests that are or may be in a case damaged by such processing of personal data; If they do not oppose the legal grounds and the objection is justified, the operator is obliged to block and dispose of the requested personal data without undue delay as soon as circumstances allow.

18. The person concerned, upon written request or personally, if the matter is urgent, has the right to object and not to take a decision of operator which would have legal or significant impact on it, but only if such a decision is based solely on the automatic processing of its personal data. The person concerned has the right to request a review of the decision given by a method different from the automated form of processing, the operator being obliged to comply with the request of the person concerned, and the entitled person will have a decisive role in reviewing the decision; the operator shall inform the person on how to review and result in the period under § 29 par.3. The person concerned shall not be entitled, if a special law provides for measures to safeguard the legitimate interests of the person concerned or if, in the context of pre-contractual relationships or during the existence of contractual relationships, the operator has issued a decision to the satisfaction of the person concerned and or, it has taken other appropriate measures to safeguard the legitimate interests of the person concerned.

19. If the person concerned applies the right

- a) In writing and the use of the right results from the content, the request is deemed to have been filed by law; The person concerned shall deliver the request by electronic mail and by fax in writing at the latest within three days of the date of dispatch;
- b) In person, to the minutes, from which it must be clear who applied the right, what is being claimed and when and who has drawn up the minutes, the signature of the writer and the signature of the person concerned; the operator is obliged to hand over a copy of the minutes to the person concerned;
- c) In the case of an intermediary referred to in point a) or b) of this Article, and the intermediary is obliged to hand over the request or record to the operator without undue delay.

20. When the person concerned suspects that the personal data is being unduly processed, the person concerned may file an application for the opening of the procedure for the protection of personal data with the Office.

21. The operator is obliged to process the request of the person concerned according to the above-mentioned points, resp. to meet the requirements of the person concerned by law and to notify it in writing within 30 days from the date of receipt of the request.

22. The operator shall notify the limitation of the person concerned rights in accordance with § 28, par. 2 by law to the person and the Office in writing without undue delay.

Article 10 Rozhodné právo

1. All legal relationships entered into by the agreement under these terms and conditions of registration and use of the portal (hereinafter referred to as the "Terms") shall be governed by the laws of the Slovak Republic

2. The parties will preferably deal with out-of-court disputes relating to the license agreement by agreement. If the dispute is not resolved out of court, the competent court will resolve the dispute in accordance with the applicable legislation of the Slovak Republic.

Article 11 Final provisions

These Terms shall enter into force and effect on 15-08-2017.