

License terms of Pinf Hry - institutions

Article 1 Definitions of terms

1. **User** – an individual who uses Pinf Hry in accordance with these terms, while using Pinf Hry enables this person to develop specific skills and abilities.
2. **Provider** – Pinf s.r.o., 906 05 Sobotišťe 393, ID Company: 51007908, with which the license agreement is concluded. The Provider is the exclusive licensee of Pinf Hry under license agreement signed with the author Ondrej Vrabel, 906 05 Sobotišťe 393.
3. **Acquirer/institution** – anyone who uses Pinf Games as part of its activities to provide it to a user who is a member, employee or person in its care at its own request or by a decision of the competent authority that has concluded a licensing agreement with the provider for the purpose of its use by users, such as a daily stationary, home of social services, healthcare providers, civic associations, non-profit organizations, and so on.
4. **Pinf Hry** – a computer program designed to develop users' abilities and skills such as writing, reading, color recognition, listening, memorizing and playing.
5. **Store** – a virtual area where you can download and install Pinf Hry on your device, and this is at www.pinfhry.com or iTunes App Store, Google Play, or the Microsoft Store.
6. **Device** – computer, mobile telecommunication device, gaming console, tablet, and other display device.
7. **Means of distance communication** – means which, without physical contact between the acquirer and / or the user and the provider, may be used to create, change or terminate a license agreement, the Internet, electronic mail, telephone, fax, address sheet, offer catalog.
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.

Article 2 Conclusion and duration of the license agreement

1. The license agreement is concluded at the time of the acquirer's consent to these license terms by means of distance communication after downloading of Pinf Hry from the Store.
2. The license agreement is concluded for an indefinite period.
3. A unique identification number will be generated upon the conclusion of the license agreement, and free limited access to Pinf Hry will be made available to the acquirer.
4. If the acquirer wants full access to Pinf Hry, the acquirer must register on the www.pinfhry.com and purchase an extended version of Pinf Hry. This paid extended version is valid for one calendar year, this time being calculated from the date chosen by the acquirer, at the earliest from the date of payment of the license fee.
5. The Provider grants a non-exclusive license, which means that the use of Pinf Hry by the Provider or the Provider's right to grant the license to a third party is not excluded. The rights of the author to use or modify Pinf Hry are not limited in any way.

Article 3 License conditions

6. Pinf Hry can be used after the license agreement ("License")
7. Necessary requirement for the conclusion of the license agreement is the registration of the license applicant and the creation of an account at www.pinfhry.sk or www.pinfhry.com, operated under the terms of the provider, through which a license can be requested and activated.

8. License to Pinf Hry is permanently assigned to one device. The acquirer is entitled to have several license agreements for other devices.
9. The necessary requirement to use of Pinf Hry is an Internet connection throughout its use. Internet connection charges may be charged when using the internet connection to download or use of Pinf Hry by provider of an Internet connection.
10. Minimum requirements for Pinf Hry installed on:
 - a) Windows Desktop Devices (Common Computers / Laptops) - OS: Windows 7 and later. Additional Free Software: Microsoft .NET Framework Version 4.5.2
 - b) Mobile telecommunication devices supporting Windows 10, Android, iOS – Store or Internet browser support
 - c) Other devices: macOS, Linux (Debian distribution)

Article 4 The scope of license

1. The Provider grants a limited license to the extent specified under these conditions. The entire content of Pinf Hry including, but not limited to, any software, artwork, animation, videos, images, music, sound, communication, text, numbers and mechanics, and marketing materials ("Content"), are the intellectual property of the author. All Content is copyrighted in accordance with Copyright Act No. 185/2015 of Collection of Laws, as amended.
2. Acquirer is authorized to install, lunch, and use the Pinf Hry to the extent necessary to achieve the purpose of the license agreement. Acquirer is authorized to use Pinf Hry, their functionality and all parts to the extend, which is usual for a given kind of computer program and method of use.
3. Copy is not allowed. Commercial use is also not allowed. Its editing, rebuilding, disassembly and retrofitting are also forbidden. Reproduction, storage, removal and / or sharing of Content with third parties is a copyright infringement. It is also forbidden to encourage or assist third parties.
4. The provider's logo is not the subject of a license, so neither the acquirer nor the user is entitled to use it. Use of the logo, trademark is only possible after prior agreement of the provider. In the case of unauthorized use of the trademark or logo, the injured party is entitled to compensation for the damage caused to the provider.
5. Neither the Acquirer nor the User are authorized to modify or interfere with Pinf Hry in any other way than the way customized by the User Interface.
6. The license also applies to all future Pinf Hry updates (update and / or upgrade) unless otherwise agreed by the parties. However, the Provider does not have the obligation to perform any Pinf Hry updates.
7. Territorial validity of the license is not limited.

Article 5 License fee

8. The license fee is shown when selecting the individual packages of the paid version of Pinf Hry. The license fee is one-time.
9. The license fee is payable at the time of selection of the Pinf Hry package by one of the payment methods, with the license agreement is concluded by paying the license fee.
10. The license fee is paid in euro and is considered to have been paid when the funds are credited to the bank account of the provider.

Article 6 Termination of License Agreement

11. Authorization to perform the granted rights expires at the latest when the license agreement expires.

12. The license agreement expires by:
 - a) the termination of the property right to the device;
 - b) withdrawal
 - c) written agreement of the Parties;
 - d) the termination of the license agreement provided to the provider by author of Pinf Hry
 - e) termination with a notice period of three months and shall run from the date of receipt of the written notice.
 - f) other ways specified elsewhere in these terms, or specified by law.
13. The license agreement expires because of first occurred fact.
14. In the event of the illegal use of Pinf Hry by the acquirer or user beyond the scope of the license granted, the provider is entitled to withdraw from the license agreement and cancel the license on the date the violation was discovered to protect its property rights and to prevent its further violation,
15. The licensor is entitled to withdraw from the license agreement and revoke the license in the event of breach of the obligations of the acquirer or the user under Article 4, paragraphs 3,4 and 5 and Article 7 of this Agreement at the date of the breach.

Article 7 Obligations of the user and the acquirer

16. The user and the acquirer are not entitled to:
 - a) use Pinf Hry in a manner that is inconsistent with the license terms.
 - b) use mechanisms, software and programs that can damage Pinf Hry
 - c) use measures that would lead to unacceptable overloading of the system
 - d) use special software, especially for systematically or automatically managing Pinf Hry
 - e) use or publish bugs in Pinf Hry programming and in gaming that may be advantageous to the users for their own purposes and / or for purposes of third parties.
 - f) use "Datamining" software or otherwise collect information about Pinf Hry.
 - g) violate applicable laws, refer to violations or refer to such posts,
 - h) use Pinf Hry for commercial purposes or sell to third parties or promote them (including through links)
 - i) grant a license to a third party without the consent of the provider.
17. The user and the acquirer are obliged to:
 - a) promptly report Pinf Hry's mistakes under Article 8, paragraph 3 of these Conditions.
 - b) comply with the provisions of these terms, follow the Pinf Hry game instructions and the provider's instructions
 - c) abstain from actions that threaten or disrupt the operation and functionality of Pinf Hier.
18. Is forbidden:
 - a) use cheats, software for automation, hacking or other unauthorized software designed to modify any of Pinf Hry.
 - b) use any unauthorized software designed to capture a source or otherwise collect information from or through one of Pinf Hry.
 - c) obtain or attempt to obtain passwords or other private information from other users
 - d) abuse support or write false messages
 - e) decompile, modify, or otherwise reproduce any part of Pinf Hry.
 - f) publish or distribute content that damages the network, server, or other components (for example, spreads worms, Trojans, viruses, spyware, phishing of passwords, etc.).

Article 8 Availability

19. Provider guarantees Pinf Hry 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.
20. The provider is entitled to temporary period not exceeding a period of 48 hours to prevent acquirers access the application due to perform application updates/upgrades or due to error handling. The Provider is obliged to notify the acquirer and the user of such planned update, resp. scheduled bug fixes via www.pinfhry.sk and www.pinhry.com
21. If a user detects a Pinf Hry error, the acquirer is required to notify the provider of the error via the link at www.pinfhry.com or at support@pinfhry.sk
22. The Provider undertakes to remove the error in the shortest possible time.

Article 9 Liability of Licensor

23. The Provider is not responsible for the unavailability of Pinf Hry because of an Internet connection failure. Also, it is not responsible for the loss of user and acquirer's data.
24. With respect to a group of users, the use of Pinf Hry may affect the behaviour and conduct of users or induce a psychological or physical response to the use of Pinf Hry, and the Provider is not responsible for the impact of using Pinf Hry on users.
25. The Provider assumes no responsibility for damages incurred in any connection with the use or inability to use Pinf Hry or their mistakes.
26. The Provider is not responsible for Pinf Hry's mistakes due to misuse (e.g. deletion, overwriting, virus attack), third-party errors or events for which the third person is responsible, or for errors caused by an irreversible event.
27. Likewise, the provider is not responsible for the accuracy of the results and data obtained when using Pinf Hry in specific cases, if the nature of the errors is obvious, i.e., errors that can be detected by the usual checking of the whole procedure with the computer program.

Article 10 Applicable law

28. All legal relations established by the license agreement are governed by the laws of the Slovak Republic and are subject to the relevant provisions of the Copyright Act No. 185/2015 of Collection of Laws (hereinafter referred to as the "Act"), License Agreement, and these License Terms for Pinf Hry (hereinafter referred to as "Terms"). Terms are an integral part of the license agreement. In the event of a conflict between the provisions of the cited documents, the mandatory provisions of the Act and other generally binding legal regulations will prevail over the provisions of the license agreement and the dispositive provisions of the Act and other generally binding legal regulations will be the last.
34. 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 Post delivery

1. All notifications and requests relating to the license agreement shall be made in writing, unless otherwise agreed.
2. The provider delivers the correspondence preferably to the contact email provided when registering the license applicant's account.
3. The Acquirer is entitled to deliver the correspondence to the Provider's contact email or to the contact address at the Provider's office.
4. Correspondence sent to an email address is deemed to have been delivered at the time of its dispatch.
5. The Acquirer is obliged to inform the Provider without undue delay of any change in contact details.

Article 12 Final provisions

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