

## License terms of Pinf Hry

### 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 Vrabel, 906 05 Sobotišťe 393.
3. **Acquirer** – an individual who has entered into a licensing agreement with the provider for using it to users. Acquirer and user may be the same person.
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](http://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](http://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 Licensing conditions

6. Pinf Hry can be used after the license agreement ("License"). An expanded paid version of Pinf hry can only be used after the acquirer's registration under Article 2 (point 4) of these license terms, and the license fee will be paid under Article 5 of these license terms.
7. 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.
8. 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 basic version of the license is free of charge. If the acquirer applies for registration under Article 2 (point 4) of these terms and conditions for an extended paid version of Pinf Hry, the acquirer is required to pay the license fee. The amount is shown when selecting the individual packages of the paid version of Pinf Hry.
9. The license fee is one-time.
10. The license fee is payable at the time of selection of the Pinf Hry extended payment package, one of the methods given by the provider when selecting the package.
11. Upon payment of the license fee, the activation code will be delivered to the acquirer at the email address given. The paid version of Pinf Hry is activated after entering the code, from the date chosen by the acquirer, at the earliest from the date of payment of the license fee. The activation code is portable to all acquirers' terminal devices, but not simultaneously.
12. 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.
13. If the licensee pays a license fee for an extended paid version of Pinf Hry before its expiration, it is automatically extended for

another year. The license fee may be paid at least 14 calendar days before the expiration date, but not later than the last day of its expiry. The Provider is entitled to refuse an extension, by returning a license fee already paid or by a notice sent to the acquirer that the provider is insisting on the expiration of the extended Pinf Hry.

14. If the acquirer does not extend the duration of the paid extended version of Pinf Hry pursuant to paragraph 6 of this Article, only limited access to the basic version of Pinf Hry that is free of charge will be made available to the acquirer.

### **Article 6 Termination of License Agreement**

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

16. 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) withdrawing from a long-distance license agreement within 14 days from the date of conclusion of the license agreement pursuant to Act no. 102/2014 of Collection of Laws on consumer protection in the sale of goods or the provision of services based on a distance contract or a contract concluded outside the premises of the seller,
- g) other ways specified elsewhere in these terms, or specified by law.

17. The license agreement expires because of first occurred fact.

18. 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,

19. 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.

20. Extended paid version of Pinf Hry expires by expiration of time or by denial of its extension under Article 5, point 5

### **Article 7 Obligations of the user and the acquirer**

21. 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.

22. 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.

23. 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**

24. 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.

25. 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. bug fixes via [www.pinfhry.sk](http://www.pinfhry.sk) and [www.pinhry.com](http://www.pinhry.com)

26. 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](http://www.pinfhry.com) or at [support@pinfhry.sk](mailto:support@pinfhry.sk)

27. The Provider undertakes to remove the error in the shortest possible time.

### **Article 9 Liability of Licensor**

28. 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.

29. 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.

30. The Provider assumes no responsibility for damages incurred in any connection with the use or inability to use Pinf Hry or their mistakes.

31. 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.

32. 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.

33. The Provider is responsible for the defects of Pinf Hry under the Civil Code.

#### **Article 10 Privacy Policy**

1. Provider as an operator is in the sense of § 10 paragraph 3 letter b) of Act No. 122/2013 of Collection of Laws, on the protection of personal data (hereinafter referred to as the "Personal Data Protection Act") authorized to process the personal data of the licensee, the user and the interested parties about Pinf Hry (also referred to as "the person concerned") without their consent to fulfilling the license agreement. The operator obtains the IP address of the persons concerned to fulfil the license agreement. Personal data is not provided to third parties.
2. Provider processes personal data for marketing purposes in the scope of name, surname, email and IP address with the consent of the persons concerned. This consent is voluntary and may be revoked at any time in writing to the address of the provider.
3. The Provider may authorize a third person to process personal data (hereinafter referred to as the "Intermediary"), including a person established outside the territory of the Slovak Republic. The list of intermediaries will be published on the operator's website at [www.pinfhry.com](http://www.pinfhry.com).
4. The authorizations under this article are valid for the entire duration of the license agreement. Personal data under the consent of the person concerned are processed during the duration of the contractual relationship, if there is no contractual relationship, it is 5 years from the date of the consent.
5. The person concerned is obliged to notify the provider of any change or error of its data; the provider is not responsible for the processing or use of incorrect or outdated data in the event of non-compliance.
6. The person concerned has the right to claim his / her rights in relation to the processing of personal data in the manner and to the extent stipulated by the Personal Data Protection Act. The rights of the person concerned are contained in § 28 of the Personal Data Protection Act and in the Personal Data Processing Rules published on the operator's website at [www.pinfhry.com](http://www.pinfhry.com). On the basis of a written request, the person concerned may in particular require the provider: to confirm whether or not the personal data are processed, information on the processing status, information on the source from which the personal data were obtained, the list of personal data undergoing processing, correction of incorrect, incomplete or outdated personal data, and destruction of personal data, if the purpose of their processing has been fulfilled or if the Personal Data Protection Act has been breached.

#### **Article 11 Applicable law**

33. 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 12 Alternative dispute resolution**

1. If the acquirer is not satisfied with the way the claim is made or considers that the supplier has breached his rights, the user has the right to contact the provider with a request for rectification. If the Provider answers or fails to respond to such a request within 30 days of the date of dispatch from the acquirer, the acquirer has the right to initiate alternative dispute resolution in accordance with § 12 of Act No. 391/2015 of Collection of Laws. On alternative dispute resolution of consumer disputes and on amendments to certain laws (hereinafter referred to as the "**Act**"). The Competent Body for Alternative Dispute Resolution with the Provider is (i) the Slovak Trade Inspection, which can be contacted for the above purpose at the Central Inspectorate of STI (SOI in Slovak language), International Relations Department and ADR, Prievozská 32, 827 99 Bratislava or electronically at [ars@soi.sk](mailto:ars@soi.sk) / [adr@soi.sk](mailto:adr@soi.sk); or (ii) another competent legal person registered in the list of Alternative Dispute Resolution Entities maintained by the Ministry of Economic Affairs of the Slovak Republic, which is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľských-sporov/146987s> ), whereby the acquirer has the right to choose any of those alternative dispute resolution entities. The possibility of appealing to the court is not affected. The Acquirer may use the Online Dispute Resolution Platform to make a proposal for an alternative to consumer dispute, which is available on the website <http://ec.europa.eu/consumers/odr/>.

2. The proposal of acquirer to start an alternative dispute resolution must, within the meaning of § 12, paragraph 3 of the Alternative Dispute Resolution, include:

- a) the acquirer's name and surname, delivery address, electronic address and telephone contact, if any,
- b) the precise designation of the provider,
- c) a complete and comprehensible description of the facts,
- d) designation of what the acquirer as a consumer is seeking,
- e) the date on which the acquirer contacted the provider with the request
- f) correction and information that the attempt to resolve the dispute directly with the Provider was inconclusive
- g) a statement that the proposal was not sent to another ADR entity, the court or arbitration tribunal has not decided on the matter, the mediation agreement has not been concluded and the alternative dispute settlement has not been terminated in accordance with § 20 par. 1 letter a) to e) of the Alternative Dispute Resolution Act.

3. The proposal may be submitted in paper form, electronic form or orally to the minutes. The acquirer may use the application form, which is available at the Ministry's web site (<http://www.mhsr.sk/alternativne-riesenie-spotrebitelskych-sporov-clr/146956s>) and the website of any alternative dispute resolution entity. The acquirer attaches documents relating to the subject matter of the dispute, which show the facts set out in the proposal.

#### **Article 13 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 14 Final provisions**

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