

TERMS OF USE OF THE WEB PORTAL “ESGA.GG”

Of the company

Moviatic s.r.o.

With registered office at 1060/10, Holešovice, 170 00 Praha 7

Company registration number: 242 41 008

Registered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry no. 196336

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms of Business (“**Terms of Business**”) regulate, in accordance with section 1751(1) of Act no.89/2012 Coll., Civil Code (“**Civil Code**”) mutual rights and obligations between the company Moviatic s.r.o., with registered office at 1060/10, Holešovice, 170 00 Praha 7, Company registration number: 242 41 008, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, entry no. 196336 (“**Provider**”) and third parties (“**User**”) arising from a Contract for the Provision of Services (“**Contract for the Provision of Services**”) concluded via the Provider’s website located at the internet address www.esga.gg (“**Website**”).
- 1.2. The provisions of the Terms of Business form an inseparable part of the Contract for the Provision of Services.
- 1.3. A Contract for the Provision of Services and the Terms of Business are executed in Czech and English language. A Contract for the Provision of Services may be concluded in Czech and English language.
- 1.4. In accordance with section 1752 of the Civil Code, the contractual parties agree that the Provider may amend the Terms of Business unilaterally in a reasonable extent. The User shall be notified of an amendment to the Terms of Business by email sent to their address specified in the user account (clause 3). The User may reject the amendment to the Terms of Business and thus terminate a Contract for the Provision of Services within the notice period, which is one (1) month. Clause 1.5 of the Terms of Business is not hereby affected.
- 1.5. Once the User has agreed to the new version of the Terms of Business, the previous Terms of Business cease to be effective and the new version of the Terms of Business becomes an inseparable part of a Contract for the Provision of Services.

2. CONCLUSION OF CONTRACT FOR THE PROVISION OF SERVICES

- 2.1. The User makes an offer to conclude a Contract for the Provision of Services by completing details in a registration form and sending those details to the Provider by clicking the button “Registration” (collectively “**Registration Request**”). For the purposes of the Terms of



Business, the details provided by the User in a Registration Request are deemed to be correct.

- 2.2. Following a receipt of a Registration Request by the Provider, the Provider shall send to the email address specified in a Registration Request (**'User's Address'**) information necessary to activate a user account (**'Acceptance'**). Once Acceptance has been received by the User, the Contract for the Provision of Services shall be concluded.
- 2.3. The User agrees that the Provider may start providing the service according to a Contract for the Provision of Services immediately after its conclusion, even if the statutory period for a withdrawal from the Contract for the Provision of Services has not yet expired.
- 2.4. The User acknowledges that the Provider is not obliged to conclude a Contract for the Provision of Services, in particular with persons who have previously substantially breached their contractual agreements with the Provider.
- 2.5. The User consents to the use of means of distant communication for the purposes of conclusion of a Contract for the Provision of Services. Any expenses incurred by the User when using means of distant communication for the purposes of conclusion of a Contract for the Provision of Services (e.g. the costs of an internet connection) shall be borne by the User; such expenses shall not differ from the basic rate.

3. USER ACCOUNT

- 3.1. Once registered on the Website, the User may access their user interface on the Website. From their user interface, the User may manage their details, insert and remove information and communicate in a specified way with other persons using the Website (**'User Account'**).
- 3.2. The User's User Account shall be activated following the User's registration on the Website (completion of the required details by the User).
- 3.3. When registering on the Website, the User shall provide correct and true details only. The User shall update the personal details provided in the User Account every time they change in any way. The Provider shall deem the details provided by the User in the User Account to be correct. Each User may have only one User Account.
- 3.4. Access to a User Account is secured with a username (email address) and a password. The User shall treat as confidential the information required in order to access their User Account; the User acknowledges that the Provider shall bear no responsibility for a breach of this obligation by the User.
- 3.5. The Provider may block the User from using their User Account, in particular in the event that the User breaches their obligations arising from a Contract for the Provision of Services (including the Terms of Business).



4. TERMS OF SERVICE

- 4.1. On the basis of a Contract for the Provision of Services, the User may access their User Account. From their user interface, the User may manage their details, insert and remove information and communicate in a specified way with other persons using the Website (“Service”).
- 4.2. The Provider is not obliged to provide the Service in the event that its provision is prevented by issues on the part of the User or on the part of other persons. The Provider is thus not obliged to provide the Service, in particular, in the event of electricity supply outages, data network outages, other faults caused by third parties or *vis major*.
- 4.3. The provision of the Service may be subject to outages, temporary limitations, interruptions or decreases in the quality of the Service.
- 4.4. The User agrees that advertising, including advertising of third parties, may be displayed within the Service.
- 4.5. Rules of individual gaming tournaments which the User is interested in taking part in may lay down other rights and obligations of the User related to the Service. The User’s breach of tournament rules shall be deemed to be a breach of the Contract for the Provision of Services.

5. USE OF THE SERVICE

- 5.1. When using the Service, the User may not save or disseminate information the content of which is contrary to generally binding legislation effective in countries where the Service is accessible, in particular content which, if made accessible to the public, would:
 - 5.1.1. Infringe on the rights of an author or rights related to the rights of an author belonging to third parties;
 - 5.1.2. Infringe on protection of personal rights belonging to third parties;
 - 5.1.3. Breach laws for the protection from hatred against a nation, ethnic group, race, religion, social class or another group of people or from limitation of rights and freedoms of their members.
- 5.2. The User acknowledges that the Provider shall bear no responsibility for the User’s settings made in the User Account.
- 5.3. When using the Service, the User may not save or disseminate information of advertising of promotional nature. When using the Service, the User may not disseminate unrequested



commercial messages or other bulk messages. When using the Service, the User may not save information which noticeably resembles services or applications of third parties for the purpose of confusing or misleading internet users (phishing). When using the Service, the User may not disseminate computer viruses.

- 5.4. When using the Service, the User may not use mechanisms, tools, programs or processes which have or may have an adverse effect on the operation of the Provider's equipment or safety of the internet or other internet users. The User may not burden the Provider's server from which the Service is being provided with automated requests.
- 5.5. The User may not engage in activities intended to prevent or limit the operation of the Provider's server from which the Service is being provided or otherwise attack this server; the User may not assist a third party to engage in such activities.
- 5.6. The User acknowledges that the Provider shall bear no responsibility for the content of information saved by the User. The User further acknowledges that the Provider shall not be responsible for the User's unlawful conduct.
- 5.7. The Provider shall be entitled (but not obliged) to preventatively check information saved or disseminated by the User when using the Service. In the event that the content of this information could breach the Terms of Business, generally binding legislation or common standards of morality, the Provider may delete this information or prevent this information from being disseminated; the Provider may further withdraw from the Contract for the Provision of Services. In the event that any third party asserts their rights against the Provider in connection with the saving or dissemination of information saved or disseminated by the User when using the Service, the Provider may immediately delete the content of the information saved or disseminated by the User when using the Service.
- 5.8. In the event that a third party asserts their rights against the Provider in connection with the performance of a Contract for the Provision of Services, the User undertakes to hand over to the Provider without undue delay any documentation and materials necessary for a successful defence of the third party's claim. In the event that such a third party claims that the saving or dissemination of information saved or disseminated by the User when using the Service has breached their rights, in particular their rights to objects protected by copyright or that unfair competition has taken place, the User undertakes to reimburse the Provider for any legitimate expenses incurred by the Provider in connection with the dispute with such a third party.
- 5.9. The User acknowledges that texts, photographs, graphic works and other elements contained on the Website or accessible within the Service may individually and/or collectively (**'Authors' Works'**) be protected by copyright. Databases located on the Website or accessible within the Service are protected by copyright. Databases located on the Website or accessible within the Service are protected by the special right of an author of a database. Unless otherwise agreed with the Provider in writing, authorised use of Authors' Works may



take place solely within the extent and in the manners specified by the applicable law. In particular, the User may not use Authors' Works in the form of their copying for the purpose of obtaining direct or indirect economic or trading profit or use them in the form of copying, lending, exhibiting or communicating to the public (including communicating to the public via the internet).

6. LICENCE AGREEMENTS

- 6.1. In the event that, when using the Service, the User saves or disseminates information (intangible assets) which is protected by an intellectual property right or by personal rights ("**Protected Work**"), by saving or disseminating a Protected Work when using the Service the User grants to the Provider entitlement to exercise the right to use the Protected Work (licence) free of charge under the conditions set out below. Clause 5.1 of the Terms of Business is not hereby affected.
- 6.2. The Protected Work licence shall be granted for all manners of use (including communicating the Protected Work to the public via the internet) and in an unlimited quantitative and territorial extent. The Provider may grant entitlements forming part of the Protected Work licence, whether wholly or partially, to a third party (sub-licence). The Provider may assign the Protected Work licence to a third party. The Provider acquires the Protected Work licence as soon as it has been saved or disseminated within the Service. The Protected Work licence shall be provided without temporal limitation from the moment of the Protected Work being saved or disseminated within the Service. The Provider is not obliged to use the Protected Work licence.
- 6.3. The Provider may alter, modify or process the Protected Work and may include the Protected Work in a collective work or merge it with another work (or a computer program); alterations, modifications or processing of the Protected Work may be carried through third parties. If the Protected Work is modified by the Provider (third parties authorised by the Provider), the licence provided to the Provider shall also apply to the modified Protected Work. The Provider may publish the Protected Work under their company name. In the event that the Protected Work has not yet been published, the Provider may publish it. Together with a Protected Work, the Provider may always display the nick of the User who saved the Protected Work within the Service.
- 6.4. Provisions of clauses 6.1 to 6.3 of the Terms of Business governing the Provider's entitlements shall apply by analogy to situations where the User's contribution is not protected by copyright or by personal rights.



7. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

- 7.1. The Provider does not require the payment of a deposit or a similar payment.
- 7.2. In their relationship to the User, the Provider shall not be bound by any Codes of Conduct.
- 7.3. The Provider handles complaints made by consumers via the contact email address (clause 11.5). The Provider shall send notification of the outcome of the User's complaint to the User's email address.
- 7.4. The Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, company registration number: 000 20 869, internet address: <http://www.coi.cz> has jurisdiction to settle out of court consumer disputes arising from a Contract for the Provision of Services. The platform for the settlement of disputes online located at the internet address <http://ec.europa.eu/consumers/odr> may be used to settle disputes between the Provider and the User arising from a Contract for the Provision of Services.
- 7.5. The European Consumer Centre Czech Republic, with registered address at Štěpánská 567/15, 120 00 Praha 2, internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) no. 524/2013 of the European Parliament and of the Council of 21 May 2013 on Online Dispute Resolution for Consumer Disputes and Amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).
- 7.6. The Provider is authorised to carry on their business on the basis of a trade licence. Trade control is carried out by the respective trade authority within their jurisdiction. Supervision in the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection carries out, in a specified extent and amongst other things, supervision over compliance with Act no. 634/1992 Coll., on Consumer Protection, as amended.
- 7.7. The rights and obligations of the contractual parties relating to the Provider's liability for defects of Services are governed by the relevant generally binding legislation. The User may exercise their rights against the Provider arising from the Provider's liability for defects of the Service by writing to the Provider's registered office address or by sending an email to the contact address (clause 11.5).

8. PERSONAL DATA PROTECTION

- 8.1. The User's personal data are protected by Act no. 101/2000 Coll., the Personal Data Protection Act, as amended.
- 8.2. The User consents to the processing of the following of their personal data: forename,



surname, email address, nationality and other personal data which the User inserts into the User Account (collectively '**Personal Data**').

- 8.3. The User consents to the processing of Personal Data by the Provider for the purposes of administering the User Account, for the purposes of compliance with obligations from a Contract for the Provision of Services and, in cases where the User has selected so on the Website, also for the purposes of sending of commercial communications. The User agrees that some of their Personal Data may be published on the Website, including being made accessible to third parties.
- 8.4. The User's Personal Data may be provided to third parties, in particular to persons forming a holding company with the Provider. The Provider may delegate the processing of the User's Personal Data to a third party as a processor.
- 8.5. The User acknowledges that he/she is obliged to provide correct and true Personal Data (when registering, in their User Account) and that he/she is obliged to reflect any changes of their Personal Data in the User Account without undue delay.
- 8.6. Personal Data shall be processed for an indefinite period of time. Personal Data shall be processed in electronic form in automatic manner or in print form in non-automatic manner.
- 8.7. The User confirms that the provided Personal Data is accurate and that it has been explained to the User that the provision of Personal Data is voluntary.
- 8.8. In the event that the User suspects that the Provider or processor (clause 8.4) are processing the User's Personal Data in a manner contrary to the protection of the User's private and personal life or contrary to the law, in particular if the Personal Data is inaccurate in relation to the purpose of their processing, the User may request that the Provider or the processor provides an explanation and may further request that the Provider or the processor rectifies the situation.
- 8.9. If the User requests information relating to the processing of their Personal Data, the Provider is obliged to provide such information. The Provider is entitled to demand adequate reimbursement for the provision of information according to the previous sentence not exceeding the necessary costs of the provision of such information.

9. CONSENT TO THE SENDING OF COMMERCIAL MESSAGES, SAVING OF COOKIES

- 9.1. In the event that the User selects so on the Website, the User consents to the sending of information and commercial communications relating to the Provider's services or business (enterprise) to the User's Address specified in the User Account, as well as to the sending of third party commercial communications to the User's Address. The User consents to the



sending of information by third parties who also use the Service to the User's Address.

- 9.2. The User consents to the saving of so-called cookies on their computer. Cookies are small files which allow the Provider and parties advertising on the Website to recognise the User's web browser when communicating with the Service and to subsequently use certain functions of the Service. In the event that it is possible to perform the Provider's obligations arising from a Contract for the Provision of Services without cookies being saved on the User's computer, the User may withdraw their consent under the first sentence of this paragraph at any time.

10. DURATION OF CONTRACT FOR THE PROVISION OF SERVICES

- 10.1. With the exception of circumstances where it is not possible to withdraw from a contract, a User who is a consumer may withdraw from a Contract for the Provision of Services within a period of fourteen (14) days of its conclusion. In order to withdraw from a Contract for the Provision of Services, the User may use the template form provided by the Provider which forms Schedule no. 1 to the Terms of Business.
- 10.2. A Contract for the Provision of Services enters into effect as soon as it has been concluded. A Contract for the Provision of Services shall be concluded for an indefinite period of time.
- 10.3. The User may terminate a Contract for the Provision of Services at any time by a factual action, i.e. by deleting their User Account. The User acknowledges that the deletion of their User Account shall not result in the deletion of all information saved by User within the Service.
- 10.4. The Provider may terminate a Contract for the Provision of Services if the User breaches any of their obligations arising from the Contract for the Provision of Services (including the Terms of Business) or from generally binding legislation, as well as in other circumstances. Unless generally binding legislation provides otherwise, termination of a Contract for the Provision of Services according to this clause becomes effective as soon as it has been served on the other contractual party. Unless agreed otherwise, the Contract for the Provision of Services shall be discharged as soon as such notice becomes effective.
- 10.5. A discharge of a Contract for the Provision of Services shall have no effect on the licence granted to the Provider according to clause 6 of the Terms of Business.

11. FINAL PROVISIONS

- 11.1. A relationship related to the use of the Website or a legal relationship established by a Contract for the Provision of Services shall be governed by Czech law, in particular by the Civil Code.



11.2. If a provision of the Terms of Business is invalid or ineffective or it becomes invalid or ineffective, it shall be replaced by a provision the meaning of which is most similar to the invalid provision. The invalidity or ineffectiveness of a provision shall have no effect on the validity of the rest of the provisions.

11.3. The following forms an inseparable part of the Terms of Business:

11.3.1. Schedule no. 1 - Form for Withdrawal from a Contract for the Provision of Services by a Consumer.

11.4. A Contract for the Provision of Services including the Terms of Business is archived by the Provider in electronic form and it is not publicly accessible.

11.5. The Provider's contact details are: email address: support@esga.gg

Prague, 21st April 2017

Moviatic s.r.o.

Schedule no. 1 to the Terms of Business - Form for Withdrawal from a Contract for the Provision of Services by a Consumer

Complete this form and send it back to the Provider within the statutory period in the event that you wish to withdraw from a Contract for the Provision of Services (**‘Contract for the Provision of Services’**).

Addressee (Provider):	Moviatic s.r.o. With registered office at Jankovcova 1060/10, Holešovice, 170 00 Praha 7 Company registration number 242 41 008 Company registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, entry no. 196336
The User(s) hereby withdraw(s) from the Contract for the Provision of Services concluded on	
The User’s (Users’) name and surname:	
The User’s (Users’) address:	
Date:	
The User’s (Users’) signature: (if this form is being sent in hard copy)	