

Terms of Service

Your use of and access to our services, software, websites (including browser extensions), applications and/or pay-service, provided by the third parties (together: "Services") are governed by these Terms of Service ("Terms").

The Services may be provided to the User online, in the form of a mobile and/or desktop application(s) and integrates in a pay-services, as a third-party service.

The Services allow the User to upload, submit personal data, required for correct functioning of the system, visualize game progress, provides information for graphic presentation of analytic information, assures access to pay-service, provided by the third parties. User of the Service retains all rights, responsibility and liability for correctness and validity of provided at registration personal data, on which depend correctness of system functioning.

System operator does not claim ownership of your personal data.

Programming- and digital-information Services provided to you as the user of the Services on behalf of the Owner of the Game by "Aquila Project Management Services", identification Nr. 205307891, with its main office at Varna, Bulgaria, registered at the 15 Academic Sakharov str., ent A, ap.19, Varna, Bulgaria.

1. Applicability

- 1.1. You are only allowed to use the Services when aged 16 or older.
- 1.2. Before using the Services, please read the Terms carefully. By using the Services (directly with us or through a third party application, plug-in, extension or integration) User of the Services agrees and accepts these Terms, reservations, provisions and notifications. Functioning of the Cookie technology and collected information – is governed by settings of operation systems of your personal digital appliances (telephone, tablet or computer).
- 1.3. Correctness and quality of services, rendered by third parties, confidentiality and safety of the pay-services, operated by third parties – are subject to terms of services of such third parties. Conditions and terms of use of Third Parties may apply additionally to these Terms of Service. System operator is not responsible for quality of integrated services, provided by Third Parties.
- 1.4. If you want to file a complaint or notice about any Services drawbacks, please write about it to e-mail: support@gioconostro.com.
- 1.5. Operator of the System can amend the Terms from time to time. The amended Terms will become effective upon them being posted on mobile and/or desktop application(s), or at such later date as may be stated on the amended Terms. Therefore, we recommend that you review the Terms from time to time and take note of any changes. By continuing your use of the Services, you accept the amended Terms.
- 1.6. In case you disagree with Terms of Service – you have right to terminate use of Services.
- 1.7. These Terms supersede any and all prior oral and written quotations, terms, communications, agreements and understandings between you and System operator.

2. Rules of the Game

- 2.1. System operator provides to the user of Services software and digital-information services for participation in the Game "Gioco Nostro".
- 2.2. By accepting these Terms of Services, you acknowledge and confirm familiarization with [Rules of the Game "Gioco Nostro"](#).

3. Payment conditions

- 3.1. Operator of the System commences rendering of Services to the User after receipt of entry fee in full volume.
- 3.2. Amount of entry fee depends on selected by the User price of the Game.
- 3.3. System operator may suspend rendering of Services to the User, in case if payment of the entry fee was not finalized by arriving of funds to the account of System operator (for example, when payment was not completed due to: mistake during entry of required information, codes or passwords, insufficient funds on the account of the paying party, termination of validity term of the bank card of the paying party, malfunction during connection with operator of payment service, malfunction of mobile communication net or alike).
- 3.4. During execution of payment of entrance fee through payment services, provided by the Third parties, in addition to the Rules and Terms of your Bank, may apply the Rules and Terms of execution of payments of operator of payment service.
- 3.5. During execution of payment of entrance fee through payment services, provided by the Third parties, in addition to the commission and/or fees of your Bank, may apply the commission and/or fees of operator of payment service.
- 3.6. Services considered as rendered in full scope, when the User reached level "Capo Nostro" and respectively has finished the Game. For such User rendering of specific Service is finished, Service considered completely provided.
- 3.7. For beginning of new Game, the User has to join any of active games and pay respective entry fee.

4. Persona data ownership consent, permissions and responsibility

- 4.1. Operator of the System does not claim any ownership rights for personal data, provided by the User in registration form. All personal data. All personal data, as provide by the User, are stored and used in the system only for ensuring functioning of the program algorithm and generation of payment requisites, necessary for payment services, as provided by the Third parties, for transfer of funds between participants of the Game.
- 4.2. Operator of the System receives from every individual User personal PERMISSION AND CONCENT FOR USE OF PRE-SENTED BY THE USER PERSONAL DATA ONLY FOR PURPOSES OF ENSURING SOFTWARE- AND INFORMATION FUNCTIONIN OF THE SYSTEM.

- 4.3. The User of the Services grants permission and consent to the System operator for use of presented personal data for software- and information running of the System on payment free basis, unlimited, worldwide, royalty-free license to use, host, store, scan, search, sort, index, create necessary information for payment service, as provided by the Third parties. System operator will not publish personal data: personal data may be used **SOLE FOR THE PURPOSES OF ENSURING SOFTWARE- AND INFORMATION FUNCTIONING OF THE SYSTEM.**
- 4.4. Operator of the System is not liable for correctness of presented by the User information and/or personal data. Operator of the System is neither responsible nor liable for any possible malfunctions / mistakes or problems with execution of payments, executed through payment service, provided by Third parties. Any and all risks, related with execution of payments, by payment services, provide by Third parties, based on information, presented to the System by the User – always remain risks of the User.
- 4.5. As part of Services the User will receive from the System information messages, push-messages, letters, advertising.
- 4.6. Operator of the System may send to the User advertisement or information of advertisers.

5. Limitations

- 5.1. Persons under 16 years may not become User of the Services.
- 5.2. By accepting Terms and Conditions of Services, the User represent and certify that, that the User is not located or maintain a residence in a country or territory that is subject to an embargo or economic sanctions by A Government Authority or International Organizations, including such territories as Cuba, Iran, Northern Korea, Syria, Crimea, Russia or alike.
- 5.3. By accepting Terms and Conditions of the Services, the User solely responsible for compliance with all applicable laws and confirms utilization of Services exclusively for private purposes and not utilize the Services for business / commercial any prohibited purposes.

6. Restrictions

- 6.1. Operator of the System reserves the right any moment, without advance notice or liability, suspend, block or (temporarily) refuse anyone from accessing any part of the Services, at its sole discretion or after receiving substantiated and valid complaints, that the User breach these Terms or act in violation of any applicable law or regulation or unethical behavior / actions.
- 6.2. In case of official application of the Government Authority for providing personal data of any User – requested personal data will be handed over to such Government Authority, in accordance to official request.

7. Term and cancellation of a subscription

- 7.1. The User has the right to cancel User's registration any time by requesting the System to do so through in User's Account panel.
- 7.2. Cancellation does not give you any right to reimbursement of (part of) the entrance fee.
- 7.3. Note: registration will take effect upon User's request **ONLY** after finish of all active Games of the User.
- 7.4. Renewal of cancelled registration is technically not possible. The User may any time choose to make new registration and start use of the Service.

8. Ownership and intellectual property rights

- 8.1. All intellectual property rights and/or similar rights on the Services (including the software, content, graphic design, logos, trademarks, trade names, domain names, copyrights and patents) are reserved and Third parties are not allowed to use, remove, modify, copy, mirror, distribute, decompile, or reverse engineer any of it in any way.
- 8.2. Operator of the System is not responsible or liable for Third Party content published within the Services, in-ad links to external websites or the content, products or services offered on external websites. Accepting Terms and Conditions of Services the User acknowledge and accept that all use outside the Services, websites, content or information is at User's own risk.
- 8.3. Accepting Terms and Conditions of Services the User will always respect and observe the good name and reputation of Operator of the System and ensure that use of the Services will in no way prejudice any rights and/or the good name and reputation of the Operator of the System and its licensors.

9. Disclaimer

- 9.1. Operator of the System provides the Services "AS-IS", without any warranty of any kind.
- 9.2. Operator of the System without limiting the foregoing, Operator of the System explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. Operator of the System makes no warranty that the Services are available on an uninterrupted, secure or error-free basis. Use of the Services is at the User's own risk. The User acknowledge and agree that Operator of the System is not responsible for any damages to the computer system or mobile device of you or any third party that result from the use of the Services and is not responsible for any failure of the Services to store, transfer or delete a file or for the corruption or loss of any data, information or Content.
- 9.3. By accepting these Terms and Conditions of Service the User acknowledge and confirm understanding, that the System Operator does not bear responsibility for the Services are available on an uninterrupted, secure or error-free basis, cost of external payment services, provided by Third parties. The User accepts, that the System Operator may not be responsible for possible loss of funds, sent through external payment services, provided by Third parties.
- 9.4. Operator of the System may change, terminate or expand its Services from time to time and reserves the right to limit access to or eliminate any features or functionality of the Services in its own discretion, without giving prior notice.
- 9.5. By accepting these Terms and Conditions of Service the User acknowledge understanding and acceptance that for ensuring technical possibility to provide some of the Services, Provider of the System require the User to register and provide data such

as your email address, telephone number and payment details. The User must ensure that provided to the System data are accurate, full and correct and kept updated in User's account settings.

- 9.6. The User of the Services understand and accept impossibility for the System to provide correct Services in case of providing by the User false, incorrect or not full data. In case of changes in personal data without introduction of changes in the System, the User loses current Service without recovery possibility. Operator of the System is not responsible for any sequences or losses of the User in case of changes of personal data before finalization of current Service to the User. The User may register in the System again and receive new Service.
- 9.7. The User is responsible for any activity from or by User's account, so password should not be shared and you should be protected carefully. Should registrations or account data appear to be misused, Operator of the System reserves the right to delete the account. Operator of the System is not liable for any loss or damage arising from the unauthorized use of your account.

10. Indemnity and Liability

- 10.1. By accepting Terms and Conditions of Services, the User confirms and accepts to defend, indemnify and hold harmless Operator of the System (including its employees and affiliates) from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees), arising out of or in any way connected with User's access to or use of the Services or User's breach of these Terms, including any third party claims that Content created, used, stored or shared using the Services by User or through User's account, infringe or violate any third party rights.
- 10.2. Rendering of Services is integrated with use of external payment services, provide by third parties. By accepting Terms and Conditions of the Services, the User accepts that:
 - Operator of the System is not responsible for any acts or omissions of such third-party services;
 - Operator of the System is not an agent of such third-party services;
 - use of those services is subject to any applicable terms and conditions between User and the providers of such services.
- 10.3. Operator of the System is not liable for any damage or personal injury resulting from any use of the Services, including any (temporary) unavailability or (accidental) removal of User's data or account.
- 10.4. The limitation of liability referred to in this clause shall not apply if the liability for damage caused by intent or gross negligence on the part of Operator of the System. In the event Operator of the System is liable for damage under mandatory law, Operator of the System's aggregate liability to the User for any and all claims arising out of or in connection with the use of the Services will in no event exceed the amount of successfully paid, confirmed by documents, entry fee per incident.

11. Waiver, Severability & Assignment

- 11.1. Operator of the System's failure to enforce a provision is not a waiver of its right to do so later.
- 11.2. If any (part of a) provision of these Terms is found to be illegal, unenforceable or otherwise invalid, then:
 - the rest of the Terms will remain in full force and effect to the extent permissible under or consistent with the relevant laws;
 - that part will be deemed to be deleted and substituted by a valid one which in its economic effect comes closest to the invalid part.
- 11.3. The User of the Service may not assign any of his rights under these Terms. Operator of the System is at any time entitled to assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services without User's consent or any other restriction.

12. Violation of the Terms of Service

- 12.1. Operator of the System reserves the right to investigate, provide to third parties, (temporarily) block and/or permanently delete from it servers, without prior notice or liability, any Content and/or account information or to block or (temporarily) refuse anyone from accessing any part of the Services, when Operator of the System ascertains, at its sole discretion or after receiving substantiated and valid complaints, that you breach these Terms or act in violation of any applicable law or regulation.

13. Applicable law and Jurisdiction

- 13.1. These Terms and any non-contractual obligations arising out of or in connection with it will be governed by and construed and interpreted in accordance with Dutch law.
- 13.2. These Terms will not limit any consumer protection rights that the User may be entitled to under the mandatory laws of the User's country of residence.
- 13.3. Any disputes regarding these Terms will be submitted to the exclusive jurisdiction of the competent court in the Netherlands (with the exception of Dutch private international law).

14. Contact

- 14.1. You can contact Operator of the System at: support@gioconostro.com . If you have any questions, just send us an email in English.