

BooYang Application Terms of Use

ARTICLE I. INITIAL PROVISIONS

- 1.1. These BooYang Application Terms of Use shall regulate the legal relationships between the commercial company GSC World a.s., with its registered seat at Jégého 187/2, 821 08 Bratislava, Company ID No. (IČO): 52 188 019, and the User in relation to the use of the BooYang application.
- 1.2. These Terms of Use shall constitute a legally binding contract between the User and the company GSC World a.s. regarding the use of the Application.
- 1.3. By using the Application, the User expresses their consent to these Terms of Use. Each use of the Application shall be governed by these Terms of Use.
- 1.4. The use of the Application is subject to the acceptance of these Terms of Use. If the User does not consent to these Terms of Use, the User shall not use the Application.
- 1.5. Use of the Application is deemed to be the User's consent to these Terms of Use.
- 1.6. The Application and its features may only be used by a person who is competent to conclude a valid contract with the Operator and is not legally prohibited from receiving or using the Application under the laws of the country in which the person resides or from which the person has access to or uses the Application.

ARTICLE II. DEFINITIONS

Application: shall mean a software application named BooYang intended for adding, making available, sharing, publishing, viewing, rating of and commenting on video recordings, audio records, music, sounds, photographs, information and other Content within the individual categories by its Users, the artistic and personal presentation of its Users, searching for and financially supporting talent and the organising of competitions of its Users within the individual categories.

Operator: shall mean the commercial company GSC World a.s., with its registered seat at Jégého 187/2 821 08 Bratislava, Company ID No. (IČO): 52 188 019.

Login Account: shall mean an access account assigned to the User in the Application secured by the login details containing the User's data.

Terms of Use: shall be these Terms of Use that constitute a legally binding contract between the User and the Operator of the Application.

Content: shall be the sound, video or audio-visual recordings, photographs, music, text, graphics and other materials added, made available, published or shared by the User in the Application.

User: shall mean a natural person using the Application.

Contract: shall mean a contract between the Operator and the User.

ARTICLE III. CREATING A LOGIN ACCOUNT IN THE APPLICATION

- 3.1. In order to use certain features of the Application, the User may open a Login Account secured by login details within the scope of the User's login name and a password.
- 3.2. When creating a Login Account in the Application, the User is obliged to provide complete, accurate and true data.
- 3.3. By creating a Login Account, the User represents that he/she has legal capacity to the extent necessary for concluding a Contract with the Operator, that he/she has become acquainted with these Terms of Use and consents without any reservations hereto. If the User is younger than 16 years of age, the consent of the User's legal representative to the opening of a Login Account is required.
- 3.4. Each User may have only one Login Account created in the Application.
- 3.5. The User is obliged to notify the Operator without undue delay of any change to his/her registration data, namely any change to his/her name, surname, permanent address, address for the service of documents, e-mail address and telephone number.
- 3.6. In order to prevent any crime or to minimise any damage, the Operator reserves the right to refuse the registration or login of the User.

ARTICLE IV. RIGHTS AND OBLIGATIONS OF THE USER

- 4.1. When using the Application, the User is obliged to comply with the generally binding legal regulations and these Terms of Use.
- 4.2. The User may freely share his/her Content through the Application with anyone and anywhere at his/her own discretion.
- 4.3. The User is entitled to use the Application in accordance with these Terms of Use and the licence granted.
- 4.4. The User warrants that the Content made available, shared or published through the Application will not breach any third-party copyright rights, patent rights, trademark rights, business secrets or any other intellectual property rights, personality protection rights of natural persons or the good reputation protection rights of legal persons.

4.5. The User shall not, either by himself/herself or through any other person:

- a) Use the Application in any unlawful manner;
- b) Communicate through the Application under a false name or identification data of a third party;
- c) Allow any other person to use the Login Account, login data or password for the Application;
- d) Send unsolicited electronic mail (“**spam**”) through the Application, to the Operator or to any other person on behalf of the Operator;
- e) Conduct any activity that could compromise the security or integrity of information systems or other platforms used by the Application;
- f) Conduct any activity in order to gain unauthorised access to the Application;
- g) Collect and process, without authorisation, personal data of any other person using the Application (whereby the login account name shall also be deemed personal data);
- h) Post and send any data, materials, Content or information improperly interfering with the personality protection right, or which are false, misleading, abusive, pornographic, or which contain or support viruses, Trojans or any other malicious codes, which have been developed and/or intended to disable, delete, damage, interrupt, or adversely affect the normal operation of the Application or to ensure unauthorised access to the computer systems, databases or software used by the Application;
- i) Run an automated system that sends out, within a certain time period, more requests to the servers used by the Application than the User using an unmodified system would be able to send during the same time period;
- j) Conduct any activity that may interfere with the administration, safety and/or due functioning of the Application;
- k) Copy, publicly distribute, transmit, or sell machine or source code of the Application, or use any reverse engineering methods in order to discover the machine or source code of the Application;
- l) Misuse the Application to distribute computer viruses, worms, Trojans or other malicious codes;
- m) Conduct any activity in order to gain unauthorised access to the Application or to the server;
- n) Use the Application for any purpose other than the User's personal non-commercial use enabled by the functions of the Application;

- o) Copy, reproduce, distribute, transmit, sell, broadcast, display, grant licences to the Content added or published by the Users of the Application without the prior consent of the Operator or the Users concerned, who added or published the Content;
 - p) Gain access to the Content published in the Application through any other technology or means except for the means for playing audio-visual recordings supported by the Application or means expressly designated for such purpose by the Operator;
 - q) Use the Application to sell access to the Application or to sell advertising, sponsorship or other promotions placed within the Application or the Content;
 - r) Send or transmit any Content containing material whose possession is illegal in the country in which the User has his/her seat or residence, or whose use or possession in relation to the use and operation of the Application would be unlawful; and
 - s) In any way copy or imitate the visual appearance or functions of the Application.
- 4.4. The User is solely responsible for the protection of login data to his/her Login Account in the Application and for any activity conducted by the User through the Application. The User is responsible for any activity conducted through his/her Login Account, even if the respective activity was performed by a person other than the User. The User is obliged to immediately notify the Operator of each case of unauthorised use of login data or breach of security of the Login Account. The Operator shall bear no responsibility for any loss, damage nor harm resulting from any unauthorised use of the User's login data.

ARTICLE V. AVAILABILITY OF THE APPLICATION

- 5.1 The Operator does not provide the User with any guaranties regarding the functionality of the Application. The Operator does not guarantee the continuous availability of the Application.
- 5.2 The Operator is entitled to interrupt access to the Application or some of its functions for a reasonable time period in case of changes to, innovations or updates or in case of repair or maintenance of the hardware serving for the operation of the Application, even without stating a reason or any prior notice. In such case, the User shall not be entitled to compensation for any damage caused by the malfunction and/or unavailability of the Application or some of its functions.

ARTICLE VI. APPLICATION CHANGES

- 6.1 The Operator reserves the right at any time at its own discretion to:
- a) Implement any new attributes as part of the software of the Application, including changes that may affect the functioning of the Application;
 - b) Update the Application;
 - c) Change the features of the Application;
 - d) Perform modifications, updates or improvements to the Application.
- 6.2. The Operator is at any time entitled to perform modifications, improvements, innovations or changes to the Application and to issue an updated version of the Application, whereby it is entitled (but not obliged) to automatically electronically update and install a new version of the Application used by the User in its device.

ARTICLE VII. REQUIREMENTS FOR THE OPERATING SYSTEM AND MOBILE DEVICES

- 7.1. It is only possible to use the Application through a compatible device. The Operator does not provide any guarantee that the Application will be compatible with the User's device.
- 7.2. The Application is compatible with mobile devices, as well as tablets with either the Android or iOS operating systems.

ARTICLE VIII. RESPONSIBILITY OF THE OPERATOR

- 8.1. The Operator is under no circumstances responsible for the content of communication between the Users.
- 8.2. The Operator does not guarantee that the Application will meet the requirements of the User, that it will be continuously available, safe or bugless, nor that any possible defects in the Application will be removed.
- 8.3. If the reason for unavailability and/or malfunction of the Application is any error resulting from a repair to or maintenance of the data telecommunication network, its components or accessories, it shall not be deemed to be a breach of the Operator's obligations.
- 8.4. The Operator is not responsible for unavailability and/or malfunction of the Application caused by any force majeure events. A force majeure event shall mean any obstacle occurring independently of the Operator's will and preventing the

Operator from fulfilling its obligation, if it cannot reasonably be assumed that the Operator would avert or overcome such obstacle or its consequences and that the Operator would be able to foresee this obstacle at the time of its happening.

- 8.5. The User is solely responsible for any use of the Application, even in cases where the Application is used by a third party through the User's Login Account.
- 8.6. The Operator bears no responsibility for the functioning of the data network, public data network or hardware, nor for data backup, status of the User's software or for any possible interferences of third parties with the User's software.
- 8.7. The Operator does not consent to any Content nor opinion, recommendation or advice contained therein and bears no responsibility in relation to the Content.
- 8.8. The Application may include hyperlinks to other websites or sources which are not owned or controlled by the Operator. The User acknowledges that the Operator does not have any control over the content, privacy policies or procedures used by any third-party websites and bears no responsibility thereof.
- 8.9. The Operator is not responsible for the accessibility of any external websites or sources and does not identify with any advertisement, products or other materials that are available on such external websites or sources.
- 8.10. The User acknowledges and agrees that in order to assess the User's compliance with these Terms of Use, the Operator reserves the right to monitor the access to and the use of the Application by the User. The Operator is entitled, at its own discretion, to deny access to the Application or to deactivate or cancel the User's Login Account in case of any actual or alleged misuse of the Application by the User or in case of any actual or alleged breach of these Terms of Use by the User.
- 8.11. The Operator reserves the right to refuse access to the Application to any person, at its own discretion, regardless of whether the User was previously registered for the Application or used the Application.
- 8.12. The Operator has the right to delete any Content provided by the User which the Operator finds abusive, obscene, inciting violence or other unlawful conduct or which is aimed at misleading any other person, or which is in breach of these Terms of Use or any third-party copyright rights, trademark rights, patent rights or other intellectual property rights or ownership rights, and under such circumstances to suspend the User's access to the Application.
- 8.13. The Operator is not liable for any data transmission errors, or for any damage or threat to the information transmitted through public telecommunication networks.
- 8.14. The User is fully responsible for the configuration of his/her own information technologies and computer facilities serving for access to and use of the Application.
- 8.15. The Operator shall take reasonable measures to prevent the malfunction of its equipment and software and will perform regular data archiving.

ARTICLE IX. LIABILITY FOR DAMAGE

- 9.1. The Operator bears no responsibility for any damage or non-material harm caused by the User's use of the Application.
- 9.2. The Operator shall not be liable for any damage or non-material harm caused to the User by the malfunction of the Application, unavailability of the Login Account, or for any damage caused as a result of situations and events which occurred independently of the Operator's will and which the Operator could not influence, such as the consequences of force majeure, the consequences of decisions taken by public authorities and the consequences of third-party conduct in accordance with legal regulations.
- 9.3. The Operator shall not be liable for any damage caused by misuse of the User's login data to the Application.
- 9.4. The Operator shall not be liable for any indirect or consequential damage that the User may suffer, including lost profits or any harm to the business value or good reputation of the User.
- 9.5. The Operator shall not be liable for any damage resulting from the deletion, breach or failure to store any Content.
- 9.6. Similarly, the Operator shall not be liable for any damage or non-material harm that would be caused by the Operator's actions imposed on it by the relevant generally binding legal regulations.
- 9.7. The User is obliged to compensate the Operator for any damage or costs incurred in connection with or as a result of a breach of any of the User's obligations under these Terms of Use.

ARTICLE X. GRANTING AN APPLICATION USE LICENCE

- 10.1. All intellectual property rights that apply to the Application are the exclusive property of the Operator.
- 10.2. For the period of use of the Application, the Operator grants to the User a personal time-limited, territorially-unlimited, non-transferable, non-exclusive licence to use the Application. The User is authorised to use the Application only in accordance with these Terms of Use and generally binding legal regulations, and only to the extent to which the User's interface of the Application allows so.
- 10.3. The User is authorised to use the Application solely for personal non-commercial purposes.

- 10.4. The User is not authorised to perform any reverse analysis of the Application, decompile, adjust or otherwise modify the Application or interfere with it in any way other than in a way that allows the user interface in normal use.
- 10.5. The User is not authorised to transfer or sub-license the licence to a third party without the written consent of the licensee.

ARTICLE XI. COPYRIGHT RIGHTS TO THE CONTENT AND LICENCE GRANTING

- 11.1. The Operator disclaims its ownership of the Content that the User publishes, shares, or uploads, but the User, by disclosing, publishing, or sharing the Content in the Application, grants a licence to use thus disclosed Content to the Operator.
- 11.2. Even after publishing, sharing, or disclosing the Content in the Application, the User is the owner of the published Content. By sharing, posting or uploading the Content containing intellectual property rights in the Application, the User grants a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to the Operator to make available, use, distribute, modify, run, copy, demonstrate in public, display and translate the Content and to create any derivative works therefrom.
- 11.3. The validity of the licence granted will expire when the User removes the Content made available or cancels his/her Login Account. The validity of the text comment licences granted is unlimited and those licences are irrevocable.
- 11.4. The Operator shall have an exclusive right to cancel the User's Login Account if the User repeatedly violates any third-party copyright rights. Cancellation of the Login Account shall be preceded by the Operator's notice to the User.
- 11.5. The User is solely responsible for the published Content and for any consequences of the publication thereof. In no event shall the Operator be responsible for the content of audio records, video recordings, photographs, music or text, nor for the content of the published comments posted by the Users to the Application.
- 11.6. By adding or publishing any Content, the User warrants that, as regards the respective Content, the User has all licences, approvals, permissions and rights necessary for the Operator (i) so that the Operator may use the Content provided by the User for the purpose of use of the Application by its Users, and (ii) so that the Operator and other Users of the Application may use the Content provided by the User in the manner for which the Application is intended and in accordance with these Terms of Use. If those licences, permissions, approvals or rights are necessary to add, share or publish the Content, the User is obliged to provide them to the Operator before adding, sharing or publishing such Content.

- 11.7. The User is responsible for and represents that the Content added by him/her does not unlawfully infringe any third-party rights subject to copyright protection for which the User has no licences, rights, approvals nor permissions necessary for the Operator or other Users of the Application to use his/her Content.
- 11.8. The Operator has the right to decide whether the Content added or published by the User is in accordance with these Terms of Use. In case the added or published Content is in breach of the Terms of Use, the Operator has the right to remove this Content from the Application even without any prior notice to the User.
- 11.9. The User waives all rights, claims and remedies that might arise to him/her from viewing any unwanted Content posted by another user in the Application.
- 11.10. The User grants to each user of the Application a worldwide, non-exclusive and royalty-free licence to access his/her Content through the Application and to use, reproduce, distribute, and create derivative works, and display and demonstrate such Content to the extent enabled by the functions of the Application and in accordance with these Terms of Use.

ARTICLE XII. PERSONAL DATA PROTECTION

- 12.1. The Operator shall process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of individuals with regard to the processing of personal data and on the free movement of such data and Act No. 18/2018 Coll. on Personal Data Protection, and on Amendments to Certain Acts (the Personal Data Protection Act).
- 12.2. The Operator shall process the User's personal data,
- a) comprising the login data of the User filled in the login form and stated by the User in his/her Login Account in the Application in the scope of: name and surname, user name, telephone number, e-mail, date of birth, home address, profession, biography, country.
 - b) sound, video or audio-visual recordings, photographs, music, text, graphics and other materials added, made available, published or shared by the User in the Application processed by the Operator when running the Application
- 12.3. The Operator will process (which will include collecting, recording, compiling, structuring, storing, altering, searching, using, providing, combining, deleting and destroying) the User's personal data for the purpose of using and running the Application and providing related technical support to the User.

- 12.4 The User confirms that he/she was instructed about the voluntary provision of personal data and the granting of this consent and about his/her rights specified in paragraph 12.5 hereof.
- 12.5. The User has the right to:
- Have access to personal data,
 - Rectification or supplementation of personal data,
 - Deletion of personal data (to be “forgotten”),
 - Personal data portability,
 - Object to personal data processing,
 - Object to personal data processing for the purposes of direct marketing, including profiling, if it concerns such direct marketing,
 - Restriction of personal data processing,
 - Not be subject to automated individual decision-making, including profiling,
 - Bring a legal action.
- 12.5. If the User discovers that the processing of his/her personal data is in violation of the protection of his/her personal life or in violation of the Regulation and the Act, the User has the right to request the Operator to explain and remedy such situation.
- 12.6. The User represents that if he/she is younger than 16 years of age, the User has asked his/her legal representative (parent) for consent to the processing of the personal data provided.
- 12.7. The User may exercise his/her right at any time:
- In writing to the e-mail address: claim@booyang.com,
 - In writing to or personally at the registered seat of the company GSC World a.s.
- 12.8. In case the User provides the Operator with personal data of a third party, the User declares on oath that he/she has written consent of the third party to the providing of the third person's personal data and the User shall submit such consent to the Operator upon request.
- 12.9. In order to prevent crime and to minimise damage, the Operator reserves the right to refuse any User registration created from a blocked IP address.
- 12.10. The User of the Application confirms that he/she consents to the sending of advertising and business offers in the form of electronic communication in accordance with Act No. 147/2001 Coll. on Advertising, and on Amendments to Certain Acts, as amended by Act No. 351/2011 Coll. on Electronic Communications, as amended.
- 12.11. The User agrees that the Operator shall process the User's personal data to the extent: name, surname, e-mail address, for the purpose of direct marketing related to the features of the Application.

ARTICLE XIII. CHANGES TO THE TERMS OF USE

- 13.1. The Operator reserves the right to change these Terms of Use at any time and for any reason.
- 13.2. An amended version of the Terms of Use will be published on <http://www.booyang.com> or will be available through the Application (for any amended additional terms). If the User does not accept the changed Terms of Use, the User is obliged to stop using the Application. If the User continues to use the Application even after the change to the Terms of Use, this shall be deemed to be the User's acceptance of the changed Terms of Use.

ARTICLE XIV. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

- 14.1 The Contract between the User and the Operator shall terminate upon the cancellation of the Login Account by the User.
- 14.2 The User grants to the Operator his/her consent to the sending of notifications, including notifications of changes to the Terms of Use, via e-mail or postal service or notifications published through the Application.
- 14.3 Upon termination of the Contract, the User shall lose the right to use the Application. The termination of the Contract shall not affect the rights of the users to re-share the Content and information that the User shared through the Application to the extent to which that they were copied or re-shared prior to termination of the Contract.
- 14.4 The Operator may immediately terminate the contractual relationship at any time if the User breaches any provisions of the Terms of Use.
- 14.5 The Operator may also immediately terminate the contractual relationship with the User, if such obligation arises from the law or from a decision by a public authority.
- 14.6 The Provider may terminate the contractual relationship with the User if it ceases to provide the services of the Application in the country in which the User has his/her registered office or from which the User uses the services of the Application.

ARTICLE XV. FINAL PROVISIONS

- 15.1** These Terms of Use shall form an integral part of each Contract between the Operator and the User and determine the content thereof, unless otherwise specified in the Contract.
- 15.2** Not exercising any right from any part of these Terms of Use shall not be deemed to be a waiver of such rights.
- 15.3** The User is not entitled to assign any of his/her rights and obligations under these Terms of Use to any person.
- 15.4** In case of any malfunction and/or unavailability of the Application, any bugs in the Application or any questions regarding these Terms of Use, the User may contact the Operator by e-mail at booyang@booyang.com.
- 15.5 Governing Law.** These Terms of Use and relationships between the User and the Operator shall be governed by the laws of the Slovak Republic.
- 15.6 Jurisdiction of the Courts.** All disputes arising out of or in connection with the contractual relationship between the Operator and the User, including disputes concerning the validity, interpretation or termination of the Contract or these Terms of Use, will be finally settled before a competent court in the Slovak Republic (exclusive jurisdiction). The Operator reserves the right to sue the User before the courts of the User's place of residence or registered office, if the User is located outside of the Slovak Republic.
- 15.7 Legally Binding Language.** The Contract and these Terms of Use shall be binding in the Slovak version. Any translations are only informative.
- 15.8 Severability.** In case any of the provisions of the Contract or these Terms of Use are invalid, ineffective or unenforceable, such fact shall not affect the validity, effectiveness or enforceability of the other provisions of the Contract and these Terms of Use.
- 15.9 Effectiveness.** These Terms of Use shall take effect on 1 September 2019.