

Terms and Principles of Use of the Scratch Wars Application

1. The Scratch Wars Application (hereinafter also referred to as the “Application”) is a mobile application, a product of Notre Game s.r.o., ID No.: 04489039, Tax ID No.: CZ04489039 (hereinafter also referred to as the “Author”).
2. The Application makes it possible to play the mobile version of the game of Scratch Wars, to scan physical cards, and to administer your own collection of cards.
3. Users are not allowed to use vulgar words when using the Application; they may also not grossly insult other Users or do any other activities that might be considered as bothering other Users.
4. Users are responsible for all the activities performed through their accounts.
5. Users agree not to sell their Account or the rights to their Account or transfer them to anybody else.
6. Users undertake to have only one unique account registered on the website of the Service.
7. If Users use their App-ID to log in, register, or run synchronization on web pages of third parties, they can only use their own Account for such an activity.
8. Users undertake not to require, gather, or use login data of other Service Users.
9. Users bear exclusive responsibility for their own acts and for any data and information they send, publish, or display through the Service.
10. Users undertake to respect the rules of fair play, not to misuse or take advantage of any operational or technical errors in the Application.
11. Users under 16 years of age declare that they have obtained the consent of their legal representative to the processing of the personal data they specify for the purpose of using the Application.
12. The Author bears no responsibility for any loss or damage arising directly, indirectly or accidentally to Users of third parties as a result of or in connection with using the Application. In addition to this, the Author is not responsible for any loss or damage arising to Users of third parties as a result of the impossibility of using the Application or in direct or indirect relation to this event.
13. The Author undertakes to make every effort to run the Application with due professional care to minimize any potential risks that may arise to Users or any third parties within proper use of the Application.
14. The Author is entitled to modify or update the Application without Users’ consent and without prior notification.
15. Breaching these Terms of Use may result (at the Author’s discretion) in cancellation of the User’s Account. Users understand and agree to the fact that they use the Application at their own risk. The Author shall bear no responsibility for misuse of the User’s personal data acquired by a third party through illegal penetration of the system of the Application.
16. These Terms of Use come into effect at the moment they are published. The Author reserves the right to alter these Terms of Use.

Personal and Other Processed Data Protection Principles

The Author, as the administrator, processes Users' personal data in compliance with the below terms and conditions.

We process the data you provide us with in connection with using our Application (i.e., data you use for registration and logging into the Service, purchases in the App, for entering combats on the platform, and for the exchange of cards).

They are the following data:

- Scratch Wars Application ID
- Nickname
- Email address
- Country of origin
- Login password imprint
- data on the User's playing status
- data from platforms that the games run on (e.g. verification of payment)

We process these data to be able to administer your User Account and to be able to ensure and continuously improve the security of our Services, i.e., also of your data.

We also process your data for the following reasons:

- improving the service quality
- analysing and measuring to find out how our Application is used
- analysing your preferences
- payment verification

Third parties who have access to your personal data based on the character of the service you are using or you have used include:

- persons administering the Service for reason of checking observance of the Terms of Service and ensuring flawless functioning of the Service towards the Users;
- persons we provide with data for reason of analysing usage of our Application;
- persons ensuring technical operation of the Application for us, or the authors of technologies we use for our Services;
- persons ensuring sufficient Application security and integrity for us and testing this security regularly;
- persons using the data for reason of interconnecting User Accounts in the Application with the provided Service itself (Scratch Wars Web Pages, Scratch Wars Market, Scratch Wars Online).

All our partners are bound by secrecy, and they may not use the provided data for any purposes different from those we made them accessible to them for.

We are obliged to disclose some of your personal data, for example, to the Police of the Czech Republic or to other law enforcement authorities, including specialized units (ÚOOZ – the National Organized Crime Agency, the Customs Administration, etc.) and other public administration authorities under certain, precisely defined conditions and on the basis of valid legal regulations.

Data obtained within registration for the Service are processed for the period for which the Service is used. These data are stored in the system backend administration. When you stop using the Service, your data are irretrievably deleted from the system. However, it is necessary to point out that we have to process the personal data that are essential for proper provision of the Service, or for fulfilment of all our obligations, i.e., obligations based on the agreement between us or on generally binding legal regulations, regardless of your consent or dissent for the period stipulated by the applicable legal

regulations or in compliance with them even after you may have withdrawn your consent.

Any personal data you provide us with are secured using standard measures and technologies. However, it is not objectively possible to guarantee total security of your personal data. That is why it is also not possible to provide a 100% guarantee that the provided personal data cannot be accessed by a third party, cannot be copied, published, altered, or destroyed by bypassing our security measures. Nevertheless, in this matter, we can assure you that we regularly check the system for weak points and check whether it has been the subject of a security breach attempt. We use such security measures to prevent any unauthorized access to your personal data that, in view of the up-to-date technologies, provide sufficient security. The implemented security measures are then regularly updated.

To ensure better security of your personal data, access to these data is protected by a password, and sensitive data are encrypted during their transmission between the servers and the Application running on your device. However, without your assistance and responsible behaviour we are not able to ensure total security of your data. Please help us ensure the security of your data by keeping your unique passwords and any other access data of our Service secret and by observing basic security principles.

You can withdraw your voluntary consent to personal data processing at any time and free of charge by sending an email requesting erasure of your Account to the following address: info@notre-game.com.