

# TERMS OF USE

Effective date: September 1, 2018

Welcome to the Global Social Awards service, web or mobile application.

## 1. INITIAL PROVISIONS

- 1.1. **Global Social Awards** is web and mobile application for various platforms ("**Application**"), provided by **Social 21 s.r.o.**, Business ID No. 06937829, with its registered office at Pernerova 676/51, Karlín, 186 00 Praha 8, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 291694 ("**Provider**"). Provider is an organizer of national and international competitions of bloggers, influencers and youtubers ("**Competition**").
- 1.2. Your use of the Application and all the related services provided through it by Provider (collectively referred as "**Service**") is subject to the following terms ("**Terms**"), which upon your acceptance form a legally binding agreement between you ("**You**" or "**User**") and the Provider ("**Agreement**"). For the avoidance of doubt, Agreement is concluded solely between you and the Provider and there are no other parties to it.

## 2. AGREEMENT CONCLUSION

- 2.1. **Acceptance of the Terms.** You may not use Service unless you express your acceptance of the Terms during the sign-up process by choosing "Accept" in a confirmation dialog box. Hereby You are also expressing your acceptance and willingness to be bound by these Terms when using Service.
- 2.2. **Children and Minors.** You may not accept these Terms unless you have enough legal capacity to enter into the Agreement. If you are less than 18 years old, you declare that you have your parent's or legal guardian's permission to accept the Terms and use Service.
- 2.3. **Terms Availability.** The Terms are always available to you at your user profile.
- 2.4. **Modification and Amendments to the Terms.** Please note that the Provider may unilaterally modify or amend the wording of the Terms. The Provider will inform you of any change of the Terms through the Service, or any other appropriate way, so that you can become familiar with the current wording of the Terms without undue difficulty. The Terms become effective from the date of their publication in the Application. If you do not agree with the new wording of the Terms, you have to stop using the Service immediately.

## 3. SERVICE

- 3.1. **Service Description.** Through the Service, You may nominate your favourite bloggers, influencers, youtubers and other personalities ("**Influencers**") to participate in the Competition, and vote for your favourite Influencers in compliance with the rules of the Competition. In the user environment

of the Service, You can find news and articles published by Influencers, read the Competition rules and learn about the latest announcement of the Competition results.

- 3.2. **Cost of Access to the Service.** Use of the Service is free of charge. However, you bear the costs incurred in connection with access to and use of the Service (in particular cost of the Internet connection).
- 3.3. **Registration.** Registration to the user environment of the Service is obligatory. You can register to the Application through your account on Facebook social network or by filling in the number of your mobile phone on which you receive an authentication code. **The provision of other personal data is not obligatory.** By registering to the Application, you declare that the personal data you provided is true and complete and that you do not impersonate a someone else's or non-existent identity. Each user is authorized to set up only one unique user account within the Service.
- 3.4. **User Account.** Your user account is set up after the registration (“**Account**”). In your Account, you can manage e.g. push notifications and edit your personal data such as e-mail, age, country, photographs. You can cancel your Account anytime. You are fully responsible for maintaining the confidentiality of your Account access data for all activities that occur under Your Account.
- 3.5. **Registration Data.** Given the fact you use the Service, You agree to: (i) provide true, accurate, current and complete registration data about Yourself, and (ii.) promptly update the data to keep it true, accurate, current and complete. Provider assumes no duty to verify such information. If You provide any information that is untrue, inaccurate, not current or incomplete, or Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Provider has the right to suspend or terminate Your Account and refuse to provide You with the Service (or any portion thereof).
- 3.6. **Availability of the Service.** Provider reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice and at any time. You agree that Provider shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service. You acknowledge that Provider has no obligation to maintain or update Service.
- 3.7. **Prohibited Usage of the Service.** When using the Services, You agree that You will not:
  - a) upload, post, or otherwise publish any computer programs or files designed to interrupt, destroy or limit the functionality of Service;
  - b) take any action that imposes unreasonable or large load on our infrastructure; or
  - c) interfere with or disrupt the Service, servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations connected to the Service.

#### **4. TERM AND TERMINATION**

- 4.1. **Term.** The Service is provided for indefinite period of time.
- 4.2. **User Termination.** You may stop using the Services and terminate the Agreement anytime by deleting your User Account and uninstalling the Application from your device.

- 4.3. **Provider Termination.** Provider may terminate the Agreement upon notice published in Application at any time and for any reason.

## 5. INTELLECTUAL PROPERTY

- 5.1. **Ownership.** Service, Application and all rights therein, including intellectual property rights, shall remain Provider's property or the property of its licensors. Nothing in the Terms shall be construed to grant you any rights, except for the limited license granted below.
- 5.2. **Licence.** To use the Service under these Terms, Provider grants you a limited, non-exclusive, non-transferrable, non-sublicensable license, to access and use Service on any same-platform device (i.e. iOS device) that you own or control in compliance with applicable law. On your smartphone, tablet, laptop, PC or similar device, you can run, open, view, and use only one copy of the Application. The license is granted solely for your personal, non-commercial use. Therefore, you may not lend, lease, sell, transfer, redistribute, or sublicense the Application. Third-party services or software libraries included in Service are licensed to you either under these Terms, or under the third party's license terms, if applicable.
- 5.3. **Term of the Licence.** Licence is granted to you on the term of this Agreement, but no longer than on the term of author's proprietary rights to the Application.
- 5.4. **Restrictions.** As licensee under the Terms, you may not access the Service with other means than the official Application, mine or extract any data from Service databases, modify, reverse engineer, decode, decrypt, decompile, disassemble or interfere in any other way with the internal structure of the Application or create derivative works of Application or any part thereof. You also may not remove any copyright notices, proprietary labels or other notices and/or labels placed upon the Application.
- 5.5. **Competitive Product.** You may not access the Services and the Application in particular, to (i) build a competitive product or service, or to (ii) copy any ideas, features, functions, or graphics of the Service.
- 5.6. **Official Stores.** The app can only be installed from the official Apple Store and Google Play store. Downloading and installing of the Application from other sources is not allowed.

## 6. RULES FOR INFORMATION UPLOADED BY USERS

- 6.1. **Rules of Publishing Information.** During the use of Service, You may post and/or upload information about your favourite Influencer for a purpose of his/her nomination to the Competition, such as (a) name, (b) photo, (c) country, (d) link to Influencer's Facebook, YouTube and Instagram profile and (e) additional information (collectively as "**Information**"). You are entitled to upload / post only correct and verified Information.
- 6.2. **Prohibited Behaviour.** You agree that You will not:
- a) upload, post, or otherwise publish any Information that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- b) impersonate any other person;
  - c) intentionally or unintentionally violate any applicable national or international laws;
  - d) upload, post or otherwise publish instructional Information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.
- 6.3. **Corrective Measures.** Should Information posted by User be found by the Provider to be in violation with, but not limited to, these Terms and applicable legislation, it will be in Provider's sole discretion as to what action should be taken (Provider is, among others, entitled to delete Information that are not compliant with the Terms and applicable laws, delete Account of an User who posted the Information).

## **7. PRIVACY**

- 7.1. By using Service, you acknowledge that Provider processes your personal data to the extent necessary for providing the Services according to the Agreement. All information, including the extent and the manner of processing your personal data is included in the "Privacy Policy", that are available in the Application and on the website operated by the Provider.

## **8. WARRANTIES, LIMITATION OF LIABILITY**

- 8.1. You acknowledge and agree that the Service is provided "as is" and Provider explicitly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Provider's servers. Provider makes no warranty or representation regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any User's requirements. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use and security of the Service remains with You. No oral or written information or advice given by Provider or its authorized representatives shall create a warranty or in any way increase the scope of Provider's obligations.
- 8.2. To the maximum extent permitted by law, you understand and expressly agree that Provider will not be liable to You for any direct, indirect, incidental, special, consequential, or exemplary damages that may be incurred by You, including any loss of data, whether or not Provider has been advised of or should have been aware of the possibility of any such losses arising.

## **9. INDEMNIFICATION**

- 9.1. You agree to indemnify Provider from any and all third-party claims, damages and/or costs (including, but not limited to, attorneys fees) arising from Your use of the Service, Your use of Your Account, Your violation of these Terms, infringement of any intellectual property rights relating to the Service or other right of any person.

## **10. THIRD PARTY SERVICES**

10.1. Service or its parts may integrate or otherwise include third-party content or services such as registration via your Facebook account. You acknowledge that also other terms and conditions than these Terms may apply to your use of such third-party services (including privacy policies) and that Provider does not guarantee availability of such services and content. You must agree and comply with any applicable third-party terms when using Service.

## **11. IOS PLATFORM**

11.1. If you are an iOS device user, the terms in this section also apply to you:

- a) You acknowledge that the Agreement is concluded between you and Provider only, not with Apple, and that Provider, not Apple, is solely responsible for Application and the content thereof (excluding Your content).
- b) The license granted to you is limited to use Service only as permitted by the Usage Rules set forth in the App Store Terms of Service, except that Service may be accessed and used by other accounts associated with the User via Family Sharing or volume purchasing.
- c) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Service and Application.
- d) In the event of any failure of Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you (if applicable). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be sole responsibility of Provider.
- e) Provider, not Apple, is responsible for addressing any your or third-party claims relating to Service or your possession and/or use of Service, including, but not limited to, product liability claims, any claim that the Service fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection, privacy or similar legislation.
- f) You acknowledge that, in the event of any third-party claim that Service or your possession and use of Service infringes that third party's intellectual property rights, Provider, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- g) You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

## **12. EXPORT CONTROL**

12.1. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country and you are not listed on any U.S. Government list of prohibited or restricted parties.

### **13. INFORMATION FOR CONSUMERS**

- 13.1. Written Communication.** The relevant legislation requires some information to be provided in writing. By using the Application and Services you agree that you consider communication in an electronic form as sufficient form of communication between us. We will communicate with you via publishing information in the Application and via the email address you provided. For contractual purposes, you agree with usage of electronic communication and agree that all contracts, alerts, information and other communication are in compliance with written communication requirements. This Agreement does not affect your statutory rights that have priority over this Agreement.
- 13.2. Comments and complaints.** In the event of any comments and complaints about the Service and / or the Application, please contact:  
Address: Social 21 s.r.o., Pernerova 676/51, 18600 Praha 8, Czech  
Republic contact person: Martin Derynk  
e-mail: [martin.derynk@czechsocialawards.cz](mailto:martin.derynk@czechsocialawards.cz)
- 13.3. Monitoring and inspection.** Monitoring and inspection in the field of consumer protection is carried out by the Czech Trade Inspection Authority (COI).
- 13.4. Alternative dispute resolution.** In the event that a consumer dispute arises between us and the consumer that cannot be settled by mutual agreement, the consumer may submit a proposal for out-of-court settlement of such a dispute to Czech Trade Inspection, a designated extrajudicial dispute resolution body:

#### **Česká obchodní inspekce**

##### ***Ústřední inspektorát – oddělení ADR***

Štěpánská 15  
120 00 Praha 2

E-mail: [adr@coi.cz](mailto:adr@coi.cz)

Web: [adr.coi.cz](http://adr.coi.cz)

As a consumer, you can also use the online dispute resolution platform set up by the European Commission at

<http://ec.europa.eu/consumers/odr/>.

### **14. MISCELLANEOUS**

- 14.1. Assignment.** Your rights and/or obligations arising under this Agreement can be transferred (assigned) to third persons with Provider's approval exclusively. You hereby provide Provider with Your approval to the assignment of the rights and the obligations of Provider that arise hereunder to third parties.

14.2.**Severability.** The provisions of these Terms are severable, and if any part of them is held to be illegal or unenforceable, the validity or enforceability of the remainder of them will not be affected.

14.3.**Applicable law.** The Agreement and any disputes and claims arising out of or in connection with its subject matter are governed and construed to the extent permitted by applicable conflict-of-laws rules in accordance with the laws of Czech Republic.

14.4.**Jurisdiction.** Any dispute arising from or in connection with the Agreement, including a dispute regarding the existence, validity or termination of the Agreement or the consequences of its nullity shall be finally decided by competent Czech courts.

14.5.**Language Versions.** This Terms might be executed in several language versions. In case of any discrepancies between language versions, the Czech version shall always prevail.

In Prague, on 23 August 2018