

TERMS AND CONDITIONS FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES

Last Updated: 15 September, 2024

These Terms and Conditions for the Provision of Information Technology Services (hereinafter – Terms) sets forth the legally binding terms and conditions for your use of the Services. Please read the Terms, including all links to details, carefully before accessing and/or using the Services.

1. Terms and Definitions

In the Terms, unless the context requires otherwise, the following terms shall have the following meanings:

Anti-Money Laundering Requirements - the applicable laws, rules, and regulations regarding anti-money laundering and anti-terrorist financing.

Goods – goods, services, results of intellectual activity and other types of objects of civil rights not prohibited and not restricted, sold by the Payees to you.

Parties – we and you.

Payment - funds in the currencies specified by us accepted by us from you via the Site for the purpose of fulfilment of your monetary obligations to the Payee as the payment for Goods purchased by you from the Payee.

Payee - a legal entity or an individual entrepreneur receiving your funds for the Goods.

Remuneration rates – our remuneration rates posted on payment form on Site.

Services – the payment services provided by us to you under the Terms. The Services shall include providing you with the user interface enabling to make the Payment; providing you with the informational support of the Payment made by you in order to execute the Payment in favour of the Payee, as well as prompt transmission of the information to the Payee on the Payment made.

Site - our website <https://games.qiwi.com> where the Services are rendered.

We – BRIGHTSON PRODUCTS s.r.o., rendering the Services, accepting funds from you for the purposes of the execution of your monetary obligations to the Payees on payment for Goods.

You - any individuals over 18 (Eighteen) years old making the Payment via the Site and/or using other functionalities of the Site.

2. Subject Matter of the Terms

2.1. We shall undertake to render the Services to you via the Site and you shall undertake to accept them and pay for them in accordance with the Terms. The following Terms apply to you using the Services, i.e. making the payments via the Site and using any other online services that are provided for on the Site and that post a link to these Terms. The Services are made available by us and other third parties engaged by us for the purposes of providing the Services.

2.2. The Terms contains all terms and conditions for conclusion an agreement on provision of information technology services between you and us and constitute the written agreement between you

and us. The offer to enter into the agreement shall be valid from the moment of the publication of the Terms until its withdrawal by us. The completion of actions specified in the Terms is the confirmation of your consent to conclude the agreement on the Terms. The agreement shall be deemed concluded and shall become effective from the moment of first completion by you of the actions stipulated in the Terms. Each time you access and/or use the Services including but not limited to make the payment, you agree to be bound by and comply with the Terms. Therefore, do not use the Services if you do not agree. In the event of a violation of these Terms, we reserve the right to seek all remedies available by law and in equity.

2.3. The Terms posted on the Site at each time of use apply to that use, and the Terms may be prospectively updated by us unilaterally from time to time. Posting of new Terms on the Site is notice to you thereof. New Terms shall come into force from the moment of publishing the new Terms on the Site unless otherwise is specified in the new Terms.

2.4. Without the limitations that are set forth in these Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the arbitration of certain disputes – we could not render the Services and you shall not use the Services.

2.5. The Services and all their features are provided on an ‘as is’, ‘as available’ basis. We make no representation of any kind whatsoever for the Services or the content, materials, information and functions made accessible by the Services. Our obligations are limited only to those expressly specified herein. We do not grant warranties of any kind, either express or implied, as regards the Services.

2.6. We shall have the right to engage third parties in rendering the Services. We will be liable for acts/omissions of third parties engaged by it as for our own ones.

3. Rights and obligations of the Parties

3.1 We undertake:

3.1.1. to provide the Services to you in accordance with the Terms;

3.1.2. to comply with the procedure for accepting Payments from you in accordance with the applicable laws as well as the requirements of the Anti-Money Laundering Requirements;

3.1.3. when accepting the Payments to provide you with the amount of remuneration paid you to us, if such remuneration is charged (including deduction of any remuneration from the amount of the Payment accepted), as well as your other expenses related to the Payments;

3.1.4. to issue to you a document confirming the Payment (receipt);

3.1.5. to accept your claims related to execution of Payments.

3.2 We shall have the right:

3.2.1. to charge remuneration from you for the Services according to the Terms and the Remuneration rates;

3.2.2. to refuse to render, suspend the Services in any cases preventing rendering the Services without advance notice or liability.

3.3 You undertake:

3.3.1. before using the Services and making the Payment to carefully read the Terms, and only if you unconditionally agree with them, confirm the fact of reading and consent by making the payment on the Site.

- 3.3.2. to strictly comply with the Terms;
 - 3.3.3. to pay our remuneration, if any, in accordance with the Remuneration rates;
 - 3.3.4. to keep the receipt until the moment of the confirmation of receiving the Payment by the Payee;
 - 3.3.5. correctly fill the Payee details necessary for making the respective Payment. We shall not be liable if you provide incorrect information.
- 3.4. You shall have the right to lodge a claim in relation to the non-fulfilment or improper fulfilment of the Services according to the procedure stipulated in Section 7 herein.

4. Payment Procedure

- 4.1. All Payments must be made via the Site through any of the payment methods that are accepted at the time of Payment by us. Your agreement with the payment method provider governs your use of your designated electronic payment instrument and/or payment account, and you must refer to that agreement and not the Terms to determine your rights and liabilities as a payment instrument and/or account holder.
- 4.2. You represent and warrant that you will not use any card or other form of payment unless you have all necessary legal authorization to do so. You, and not we, are responsible for any unauthorized amounts billed to your payment instrument, account by a third party. You agree to pay all fees and charges incurred in connection with your Payments (including any applicable taxes) at the Remuneration rates in effect when the charges were incurred. If we do not receive the amount from your payment method provider or its agent, you agree to pay all amounts due upon demand by us or our agents. We shall automatically charge and withhold the applicable taxes, fees or charges that we deem is required at the time of Payment.
- 4.3. To the extent applicable, you agree to receive emails from us in connection with the Payments without regard to time of day.
- 4.4. For the purposes of making the Payments you entitle us to carry out the currency conversion (if applicable) at the exchange rate set by the payment method providers or market exchange rate taking into account our remuneration. The final amount to be debited after conversion shall be notified to you at the moment of Payment execution.
- 4.5. You understand that due to the nature of the Payees and third parties involved, settlements to the Payees can be delayed or rejected. Notwithstanding the foregoing, we will not be liable for any delays in receipt of money or errors in debit and credit entries caused by third parties involved.

5. Miscellaneous

- 5.1. This agreement shall come into force from the moment of its conclusion in accordance with clause 2.2 hereof and shall remain in force until the full and proper fulfilment.
- 5.2. Your use of the Services is subject to our Personal Data Processing Policy, which is expressly incorporated into these Terms by reference. Please review the Personal Data Processing Policy carefully before accessing and/or using the Services.
- 5.3. All content, including text, graphics, logos, images, and software, is our property or the property of our licensors. You agree not to reproduce, modify, distribute, or use the content without our written consent.

6. Liability of the Parties. Limitation of Liability

- 6.1. The Parties shall be liable for fulfilment of the obligations assumed hereunder in accordance with the current legislation of Czech Republic.

6.2. You shall be solely liable for any losses or other negative consequences arising as a result of non-fulfilment or improper fulfilment of obligations hereunder, including as a result of incorrect filling in by you the Payee details.

6.3. We shall not be liable for failure to fulfil our obligations hereunder if such failure was caused by force majeure circumstances, which we could neither foresee nor prevent by reasonable measures. For the purposes hereof this Agreement, force majeure may include, without limitation acts of god, power outages, fire, flood, theft or earthquakes; interruptions due to technical malfunctions, scheduled maintenance, incomplete and error operability of the gateway and communication channels.

6.4. We shall not be responsible for third parties or their content, advertisement(s), websites, products and/or services. We may make advertisements and third-party content or services available to you on or via our Services, which we do not control.

6.5. To the extent permitted under any applicable law, under no circumstances we will be responsible or liable for any loss or damages of any kind, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- the Services (including the content);
- your use of or inability to use the Services, or the performance of the Services;
- any action taken in connection with an investigation by us or law enforcement authorities regarding your access to or use of the Services;
- any action taken in connection with copyright or other intellectual property owners or other rights owners;
- any injury you sustain directly or indirectly as a result of your use of the Services or any Goods purchased via the Site;
- any errors or omissions in the Services' technical operation; or
- any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

6.6. The total aggregate our liability to you under or in connection with the Terms, whether arising from tort (including negligence), breach of contract, or otherwise, shall not exceed an amount equal to an amount paid by you to us in connection with the Payments that underlie the claims.

7. Claims and Disputes Procedure

7.1 All disputes and disagreements arising between the Parties in the course of execution hereof shall be resolved in the claim procedure.

In case of our improper performance of obligations you have the right to lodge a claim.

7.2. We accept your claims in one of the following ways (at your choice):

7.2.1. by submitting the claim using the email address posted at the Site;

7.3 Claims shall be considered in accordance with the procedure and within the terms established by the current legislation of Czech Republic. The reply shall be sent to the address specified by you in the claim.

7.4 In case of failure to reach an agreement between the Parties in connection with the submitted claim, the dispute shall be considered in court in accordance with the legislation of Czech Republic.

8. BRIGHTSON PRODUCTS s.r.o.

Registration number: 07144369

Address: Czech Republic, Vlkova 532/8, Žižkov (Praha 3), 130 00 Praha

Personal Data Processing Policy

1. Introduction

1.1. The privacy policy, along with the User Agreement, explains how personal data is collected, processed, used, and disclosed when using the website.

2. Data Collection

2.1. We collect personal data provided by users during registration, logging in, making payments, contacting support, and filling out forms.

2.2. We also collect transaction data and information about users' activities on the website.

3. Data Usage

3.1. Personal data is used to provide our services, ensure account security, and complete transactions.

3.2. The data may be used to comply with our legal obligations, including anti-money laundering and counter-terrorism financing measures.

4. Data Security

4.1. We take measures to ensure data security, including encryption and server protection.

4.2. Access to data is restricted to employees who need it to perform their duties.

5. User Rights

5.1. Users have the right to access, correct, and delete their data, as well as to restrict processing and transfer of data.

5.2. Users can withdraw their consent to data processing at any time.

6. Changes to the Privacy Policy

6.1. We may amend this policy as necessary. Users will not be notified of any changes.

7. Contacts

7.1. For privacy-related inquiries, contact us via the e-mail posted at the Site.