

FIE SWORDPLAY EULA

1. GENERAL

- 1.1. **EULA.** This end user license agreement (the **EULA**) shall govern the relationship between you and FIE Fédération Internationale d'Escrime, with registered seat at Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland (**FIE**). Before proceeding to use the services provided through the mobile game application FIE Swordplay (the **Application**), you should read this EULA carefully, as it is contractually binding. The EULA must be unconditionally agreed upon by you in order to use the Application and the services provided by FIE.
- 1.2. **Acceptation of the EULA and privacy policy.** FIE makes the Application available to you provided that you agree to comply with the terms of this EULA and the Application's privacy policy incorporated herein by reference.
- 1.3. **Amendments.** The EULA may be amended from time to time and such amendments shall be notified to you through the Application. If you do not accept the amendments thus made by FIE, your sole remedy is to no longer access and/or use the Application.

2. REGISTRATION

- 2.1. **Application Account.** In order to access and use the Application, it requires the registration of an account (the Application **Account**) and to sign-in before it can be used. By registering an Application Account, you warrant that you are of legal age and have unrestricted legal capacity in your country of domicile or residence, or that you are of sixteen (16) years of age or that you duly obtained the consent of your legal representative(s).
- 2.2. **Accuracy.** You warrant that all information provided to FIE in the registration process or otherwise is true and accurate. You shall keep such information up to date at any time.
- 2.3. **Confidentiality.** You agree to keep your login and password confidential. You acknowledge that you are fully responsible for the use that is made of your Application Account, including any third party use irrespective of whether you authorized such use or not. You shall be fully liable for any losses and/or damages that may result from any such use. You agree to immediately notify FIE of any unauthorized access or use of your Application Account or any other breach of security.
- 2.4. **Cancellation of Application Account.** FIE reserves the right to temporarily or permanently cancel your Application Account at any time without notice and without any compensation, for any reason whatsoever, without incurring any liability.

3. USE OF THE APPLICATION AND SCOPE OF LICENSE

- 3.1. **Scope of license.** Subject to your compliance with the EULA, FIE grants you a non-exclusive, non-transferable, revocable and limited license, without right of sublicense, to use the Application for private entertainment and non-commercial use, subject to limitations set below.

- 3.2. Restrictions.** To the extent permitted by applicable law, you are not allowed to (i) copy, modify or create derivatives of the Application; (ii) resell, transfer, assign, lease, lend, or license the Application to third parties; (iii) deep-link, reverse engineer, disassemble or monitor (e.g. spider, scrape) the Application; (iv) harass, threaten or bully any other users, nor post or submit any abusive, threatening, bullying, harassing, obscene, defamatory, offensive, pornographic or illegal content, or content that infringes or violates the rights of someone else, or impersonate any other person; (v) sell, exchange, transfer, give as a gift, your Application Account as well as spread the information about any intention to perform the above; (vi) use the Application for performing services for payment, such as levelling up or item collection services; (vii) disrupt or attempt to disrupt the Application or any other person's use or enjoyment of the Application; and (viii) attempt to gain unauthorized access to the Application, to Application Accounts registered to others, or to networks from which portions of the Application are provided, including by circumventing or bypassing security mechanisms for the Application. Without prejudice to the EULA, FIE and/or its licensors reserve all rights on the Application not expressly granted herein.
- 3.3. No obligations of FIE.** FIE shall have no obligation to monitor the use of the Application or to edit, review or modify any content or any functionality of the Application. FIE reserves its right to edit, review or modify the content or any functionality of the Application without prior notice at any time notably without limitation for purposes of compliance with the EULA or any applicable law. FIE reserves its right to investigate on any infringement or behavior affecting the Application. FIE reserves its right to cooperate with competent authorities in case of violation of any applicable law.
- 3.4. Representations and warranties of the user.** You represent and warrant (i) to use your Application Account and the Application for private entertainment and non-commercial use only; (ii) not to infringe, or cause a third party to infringe, any applicable law or regulation; (iii) not to use your Application Account and the Application for any unlawful purpose; (iv) not to infringe any intellectual property right, or other proprietary right or right of publicity or privacy; (v) not to include incomplete, false or inaccurate information about yourself or any information about any other individual, company or other legal entity; and (vi) that your use of the Application shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

4. ONLINE PURCHASES

- 4.1. Online Purchases.** The Application allows you to acquire, purchase and use virtual content and virtual goods, which shall be used within the Application only (the **Virtual Goods**).
- 4.2. Acquisition and purchase.** The acquisition and purchase of Virtual Goods are authorized to Application Account holders only. For underage users, such as children, the acquisition and purchase of Virtual Goods are subject to the prior consent of your legal representative(s), which is deemed duly obtained. FIE recommends to such legal representative(s) to consult, configure and modify the settings of any electronic device making use of the Application or to use technical safeguards to limit the acquisition and purchase of Virtual Goods. FIE also recommends to such legal representative(s) to watch and monitor their children's Application Account in particular any unexpected use of it (for more information in French, German or Italian, see <http://www.jeunesetmedias.ch/fr/opportunités-et->

[risques/telechargement-et-achats-en-ligne.html](https://www.oecd.org/sti/ieconomy/protecting-children-online.htm) and in English, see <http://www.oecd.org/sti/ieconomy/protecting-children-online.htm>

- 4.3. **Price and availability.** Price and availability of the Virtual Goods are subject to modifications and changes without prior notice. FIE reserves its right to modify at any time the stock and inventory of Virtual Goods. Any acquisition and purchase of Virtual Goods are firm and definitive. To the extent permitted by applicable law, FIE will not proceed to any exchange, reimbursement, revocation or cancellation of any acquired and purchased Virtual Goods.
- 4.4. **License on Virtual Goods.** Virtual Goods are specific categories of content of the Application. FIE grants you a limited, revocable, non-transferable, non-assignable license, without right of sublicense, to acquire, purchase and use the Virtual Goods within the Application only for purposes of private entertainment and non-commercial use.
- 4.5. **No property on Virtual Goods.** Without prejudice to Section 4.4, you acknowledge that you do not own any property right in and to the Virtual Goods or to any other content of the Application whatever their mean of acquisition or purchase through the Application. Any balance of Virtual Goods shall not mean, correspond or reflect any monetary value or other value, and does not constitute any title, right or interest in and to real property or actual good.
- 4.6. **Representations and warranties of the user.** You represent and warrant that you shall not sell, re-sell, transfer, assign, sublicense, trade or use for commercial purposes any Virtual Good in order to benefit or receive non-virtual money, goods or services from third parties outside the Application. Any such act or attempts to do so is strictly forbidden and can lead to the cancellation of the specific operation and/or of your Application Account. You acknowledge and agree to acquire and purchase Virtual Goods only from FIE, or through or on the Application, unless authorized expressly differently by FIE.
- 4.7. **No warranties for defect.** Without prejudice of Section 7 below and to the extent permitted by applicable law, any warranties for defect of the Virtual Goods are fully excluded. Furthermore, Section 7 below applies.

5. INTELLECTUAL PROPERTY

- 5.1. **Ownership of FIE.** FIE and its licensors own the copyright and all intellectual property rights in and to the Application and on the content published on or through the Application, or have acquired an appropriate consent or license from third parties.
- 5.2. **Infringement.** If you think that the Application or the provision of any content of the Application infringe any copyright or other intellectual property right, you may at all times contact FIE at info@fie.ch and ask FIE to remove such content from the Application.

6. UPDATES AND MODIFICATIONS

- 6.1. **Automated updates and modifications.** In order to improve the Application, FIE reserves the right to introduce automatic updates and modifications into the Application (if applicable) so long as your device is connected to the Internet, without your needing to install the said updates and modifications manually. In order to ensure efficiency of the mentioned updates and modifications and to enable you to continue using the Application, you hereby express

consent to the introduction of such updates and modifications. All updates constitute an integral part of the Application and the rules of this EULA shall apply to such updates.

- 6.2. Non-automated updates and modifications.** You also agree that FIE may require you to accept and download updates for further use or access to the Application when it is necessary for proper functioning of the Application.

7. PRIVACY AND DATA PROTECTION

- 7.1. Privacy policy.** The Application's privacy policy is incorporated hereinbelow.

8. NO WARRANTIES AND LIABILITY

- 8.1. No warranties.** You agree that your access and use of the Application shall be at your sole risk and liability. You acknowledge that the content of the Application is provided to you "*as is*" and "*as available*", and that to the fullest extent permitted by applicable law, FIE disclaims all warranties, express or implied, in connection with the Application and your access and use thereof.

- 8.2. No further representations and warranties.** Furthermore, FIE makes no warranties or representations about and bears, unless fraudulent intent or gross negligence, no liability for (i) the accuracy or completeness of the content of the Application including but not limited to any errors, mistakes, inaccuracies of content, as well as its timely and proper delivery; (ii) limitations; or (iii) property damage, of any nature whatsoever resulting from (a) your access or use of the Application; (b) any unauthorized access or use of any and all data, personal information and/or financial information stored through or on the Application; (c) any interruption or cessation of transmission of data and/or information to or from the Application; (d) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Application by any third party; (e) any errors or omissions in any content; (f) or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, published, uploaded, linked from, or otherwise made available via the Application.

- 8.3. No liability.** To the extent permitted by applicable law, FIE and/or its licensors waives all liability for any direct, indirect, consequential or special losses or damages of any kind whatsoever, arising from, or in connection with, the access and use of the Application, including authorized or unauthorized third party use of Application Accounts, or any reliance on any of the content provided on or otherwise in connection with the Application.

9. INDEMNIFICATION

Indemnification. You shall defend, hold harmless and indemnify FIE and/or its licensors for any claim, demand, dispute, litigation, damage or loss (including reasonable attorney's fees) incurred by FIE from another user of the Application or a third party arising out of your access and use of the Application and/or any infringement of the EULA.

10. SUSPENSION AND TERMINATION OF USE

Suspension and termination. You agree that FIE may, at FIE's sole discretion, suspend or terminate your Application Account, and/or your access and/or use to all or part of the Application with or without notice and for any reason, including, without limitation, breach of these EULA. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to access and/or use the Application will immediately cease, and subject to applicable law, FIE reserves the right to remove or delete any information and/or content including any Application Account or login information.

11. MISCELLANEOUS

11.1. Miscellaneous. If any provision of the EULA is or becomes invalid, unenforceable or non-binding, this shall not affect any other provision thereof. In such event, such invalid, unenforceable or non-binding provision shall nonetheless be enforced to the fullest extent permitted under applicable law, insofar as the invalid, unenforceable or non-binding provision shall be replaced by a valid, enforceable and binding provision reflecting to the greatest extent possible the intent of the original provision.

11.2. Assignment. FIE may at its own discretion at any time assign and/or delegate its rights and obligations under this EULA or any part of them to any third party without notice to you. You may not assign your rights and obligations under this EULA in whole or in part to any person or entity without FIE's prior written consent, and any unauthorized assignment and delegation by you is void.

11.3. Health care. You hereby understand, accept and agree that Application may contain audio and / or video effects, which under certain circumstances can cause in people who are prone to epileptic or other disorders of nervous character, worsening of these conditions, and you hereby guarantee that you do not suffer such disorders, or you will not use the Application. You accept and agree that regular long-term (continuous) usage of the personal computer or device can cause various complications of physical condition, including sight easing, scoliosis, various forms of neuroses and other negative effects on the body. You hereby warrant that you will use the Application only for a reasonable time, with breaks for rest and that you will take other measures prescribed by your doctor.

11.4. Entire agreement. This EULA constitutes the full agreement between FIE and you regarding the access and use of the Application by you and substitute any previous or simultaneous oral and written agreements regarding the subject matter hereof.

11.5. EULA's language. Only the English version of this document has legal effect. Any translations of this document to other languages are provided for your convenience only.

12. CONTACT

Contact. If you have any questions regarding the Application, or the EULA please contact FIE at info@fie.ch.

13. GOVERNING LAW AND JURISDICTION

- 13.1. Governing Law.** The EULA shall be governed by and construed in accordance with Swiss substantive law, without reference to its conflict of laws provisions.
- 13.2. Jurisdiction.** Any dispute or difference arising out of or in relation to the EULA shall be subject to the exclusive jurisdiction of the courts of Lausanne, Switzerland, subject to the right of appeal to the Swiss Federal Tribunal.

PRIVACY POLICY

Last updated: 8 November 2018

1. GENERAL

- 1.1 This privacy policy (the Privacy Policy) applies to the processing of personal data by the FIE Fédération Internationale d'Escrime, with registered seat at Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland (the **FIE**) in connection with the mobile game application FIE Swordplay (the **Application**).
- 1.2 The Application has been developed and is operated by Mail.Ru LLC (a company organized and existing under the laws of the Russian Federation with its registered address at 39 bldg 79, Leningradskiy prospect, Moscow, Russia, 125167) (**Mail.Ru**) in the name and on behalf of FIE.FIE appointed Mail.Ru as processor of your data.
- 1.3 This Privacy Policy is an integral part of the end user license agreement (the **EULA**). In case the provisions of this Privacy Policy conflict with the provisions of the EULA, the provisions of this Privacy Policy shall prevail.
- 1.4 By accepting this Privacy Policy, you expressly agree and consent that FIE processes your personal data in accordance with this Privacy Policy.
- 1.5 FIE reserves the right to amend the Privacy Policy at any time at its sole discretion in order to adapt it to any new commercial or technological practice or change in the law. Should this occur FIE will inform you through the Application. If you do not accept the amendments thus made by FIE, your sole remedy is to no longer access and/or use the Application.

2. INTRODUCTION

FIE recognizes the importance of your privacy and of transparency in its processing of your personal data.

The Privacy Policy explains (i) which personal data are collected when you access and use the Application, (ii) the manner and the purposes for which FIE processes the personal data, and (iii) the measures which FIE takes in order to protect such personal data.

3. DATA COLLECTION

FIE collects the personal data which you provide.

- 3.1 FIE collects, directly or indirectly via its partners, the personal data you provide with FIE and/or its partners through web forms or email, or in your use of the Application, for example, when you create an Application Account, log-in to the Application, or make in-app purchases within the Application.
- 3.2 Such information includes your id document, name, user name, password, avatar picture, payment details, geographical data such as zip code, area code and location, in-app purchases details, personal game score and achievements, email address, IP address, Facebook ID, unique ID, Game Center ID, and any other information which FIE and/or its partners may request from you.

Certain personal data are also collected in an automated manner.

- 3.3 FIE may also automatically collect personal data when you access and use the Application, including by means of tools and other active elements contained in or through third-party plugins/applications, and other analytics tools, such your Unique ID or Game Center ID, or other user identifications on your devices, the data contained in your device, the data contained in third party services (e.g. social plugins), your preferences, or other information related to your interaction with the Application, including your game progress within the Application. You can define certain authorizations and settings related to the automated collection of your personal data.
- 3.4 You may define certain authorizations related to data collection, in particular in connection with your device's right to access data contained in your device, according to the available functionalities. For more detailed information, please consult the chapter on analytics tools below. You may also withdraw your consent to the processing of certain personal data by amending your privacy settings within the Application.

4. PROCESSING METHODS AND SECURITY MEASURES

FIE may process your personal data by automated means and takes appropriate security measures in this respect.

- 4.1 FIE takes the appropriate technical and organizational security measures to prevent the unauthorized access, disclosure, modification, alteration or destruction of your personal data. Data processing is carried out with computers or computer tools, and in compliance with the purposes indicated in this Privacy Policy.
- 4.2 FIE does not use any individual decision-making based solely on automated processing including profiling mechanisms on the Application.

5. PURPOSES OF DATA PROCESSING

FIE processes your personal data to provide you the Application and other services related thereto.

- 5.1 Your personal data are collected so that FIE may provide you access and use of the Application, and other services related thereto, for your private entertainment and non-commercial use, or in the manner expressly indicated when the personal data concerned are collected. For example, FIE collects data related to your game progress within the Application to allow you to restore such game progress or to share it through social networks.

FIE may process your personal data for targeted marketing and advertising purposes.

- 5.2 FIE may use your personal data, in particular the abovementioned indications and data collected in accordance with this Privacy Policy, for targeted marketing and advertising purposes, namely to provide you with targeted marketing and advertising tailored to your preferences. In such context, FIE may use automated marketing and advertising solutions such as Unity Ads. You may withdraw your consent at any time.

FIE processes your personal data for statistical and planning purposes.

- 5.3 Notably without limitation, FIE processes your personal data to improve the Application and for internal analyses and statistics. You may withdraw your consent at any time.

6. COMMUNICATION TO THIRD PARTIES

FIE may disclose your personal data to third parties in case this is necessary for providing you the Application or as listed below.

- 6.1 All data is processed by Mail.Ru (and its affiliates) appointed as a processor on behalf of the FIE.
- 6.2 FIE may communicate your personal data to third parties as part of operating the Application. In particular, Google LLC; Apple Inc.; Facebook, Inc. / Facebook Ireland Limited; Mail.Ru Group (and its affiliates), Unity Technologies; and Oath Inc.
- 6.3 FIE may also enable you to use third-party services directly from the Application, namely through social plug-ins of Facebook, Inc. / Facebook Ireland Limited, in which case you recognize that the third-party operators of these services may access some of your personal data in connection with the Application.
- 6.4 FIE may disclose your personal data to subcontractors such as IT systems providers, cloud service providers, database providers and consultants and FIE takes reasonable cyber security measures. Your personal data is hosted within the Internet Data Centre of Mail.Ru Group.
- 6.5 FIE may disclose your personal data to any third party to whom FIE assigns or transfers any of FIE's rights or obligations.
- 6.6 FIE may disclose your personal data to competent courts or supervisory or regulatory bodies, when FIE shall compellingly disclose your personal data, pursuant to any applicable law, regulation or order.
- 6.7 In the above contexts under Sections 5.1, 5.2 and 5.3, the Application may contain links to other websites/applications. Please note that this Privacy Policy does not apply to the practices of any company or individual that FIE does not control, nor to any other website/application that may be linked from the Application. You should carefully review the privacy policies of any other website/application that you visit from the Application to learn more about their information and privacy practices. In such

contexts, the collection and use of your personal data shall be governed by such other party or website/application privacy policy. FIE shall not be held responsible for their privacy practices.

- 6.8 FIE may transfer some of your personal data, in particular the IP address and/or other user identifications for your devices, to the third-party suppliers of these solutions, who will process this data in accordance with their own internal data protection and privacy policies.

7. INTERNATIONAL TRANSFER

Your personal data may be disclosed to countries that do not guarantee the same level of data protection and privacy as Switzerland and the European Union.

FIE stores and handles your personal data in the Russian Federation, i.e. your personal data is disclosed and transferred to other states, provinces, countries or other governmental jurisdictions, always in compliance with this Privacy Policy, that do not necessarily guarantee the same level of personal data protection as Switzerland and the European Union or an adequate level. If you transfer your personal data to FIE, you specifically consent to such disclosure and international transfer.

8. ANALYTICS TOOLS

FIE uses analytics tools in connection with the Application.

- 8.1 FIE uses *e.g.a* solution named Flurry analytics which automatically processes data directly on your devices and/or transfers data personal concerning you to FIE.

Why and how FIE uses analytics tools?

- 8.2 FIE uses Flurry analytics for statistical purposes only on an anonymous basis.

9. YOUR RIGHTS

You have the right to access your personal data processed by FIE and may request without limitation that they be removed, updated, or rectified.

- 9.1 Except as otherwise required by law, you are entitled at all times to know if FIE is processing personal data concerning you. You may contact FIE to know the content of such personal data, verify their accuracy and request that they be supplemented, removed, updated, or rectified. You also have the right to ask FIE to cease processing any personal data that may have been obtained in breach of applicable law, and to object to the processing of your personal data for any other legitimate reason.
- 9.2 Where FIE relies on your consent to process your personal data, FIE will seek your freely given and specific consent by providing you with informed and unambiguous indications relating to your personal data. You may revoke at any time such consent.
- 9.3 You have also the right to request your personal data's portability, *i.e.* that the personal data you have provided to FIE be returned to you or transferred to the person of your choice, in a structured, commonly used and machine-readable format without hinderance from FIE and subject to its confidentiality obligations.

10. RETENTION PERIODS

We will retain your personal information for as long as required to perform the purposes for which the data was collected depending on the legal basis for which that data was obtained and/or whether additional legal/regulatory obligations mandate that we retain your personal information during the term that is required and/or permissible under applicable/relevant law.

11. CONTACT

If you have any questions or a request in relation to the processing of your personal data by FIE, or you would like to exercise your rights mentioned in Section 9 above, please contact FIE via e-mail at info@fie.ch or send you request in writing to Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland. FIE will aim to respond to you within 30 days from receipt of request. FIE will need to verify your identity before we are able to disclose any personal data to you.