

# FIE SWORDPLAY EULA

Last updated: July 1, 2020

## 1. GENERAL

- 1.1. **EULA and Privacy Policy.** This end user license agreement (the **EULA**), together with the Application's privacy policy, provided below and incorporated herein by reference, 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 Application 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. This EULA is effective from the moment You first download, install, or otherwise use the Application and shall last until terminated in accordance herewith. You may terminate this EULA at any time by uninstalling the Application. FIE may terminate this EULA by notifying You of termination by any means available to FIE; in this case, You shall immediately uninstall the Application.
- 1.3. **Amendments.** The EULA may be amended from time to time and such amendments shall be notified to you through the Application. You shall undertake to independently check the EULA with respect to the amendment. 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 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/opportunitites-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](mailto: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 herein below.
- 7.2.** FIE is very concerned about the protection of personal data. The personal data collected by FIE in the context of the present document will be subject to automated processing in accordance with applicable law. All information collected as part of the provision of the Application is recorded by FIE, which is data controller. It is essential for the operation of the Application offered by FIE
- 7.3.** In order to exercise one or more of your rights, You must provide proof of identity and contact the person in charge of data protection at FIE (via Service Support [info@fie.ch](mailto:info@fie.ch) or in writing to Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland.).
- 7.4.** In the event of a complaint, it is possible to contact the authority of Your country of residence. If You reside in France, you may oppose at any time any commercial canvassing correspondence and may also register on the list of opposition to telephone canvassing on [www.bloctel.fr](http://www.bloctel.fr). You can also contact CNIL at [www.cnil.fr](http://www.cnil.fr).
- 7.5.** The information submitted by You in any way is to be accurate.
- 7.6.** Although FIE does its very best uses reasonable efforts to ensure the confidentiality of the data information and has implemented appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with data protection regulation, You understand that no security measures is perfect and that it can be circumvented.
- 7.7.** FIE cannot control the actions of other Users with whom the You want to share his/her account data (login and password).

## **8. NO WARRANTIES AND LIABILITY**

- 8.1. WARRANTY DISCLAIMER.**

**IF YOU RESIDE IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO YOU:**

THE APPLICATION IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. THEREFORE, USERS ACKNOWLEDGE THAT THE APPLICATION MAY NOT MEET THEIR INDIVIDUAL PREFERENCES AND EXPECTATIONS. FIE WILL MAKE ALL COMMERCIALY REASONABLE EFFORTS TO ENSURE CONTINUOUS OPERATION OF THE APPLICATION, ACCORDINGLY USERS ACKNOWLEDGE THAT THE APPLICATION ISN'T ERROR-FREE AND MAY BE INTERRUPTED.

FIE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE MATERIALS, THE APPLICATION CONTENT, OR THE CONTENT OF ANY WEBSITES LINKED TO THE APPLICATION.

FIE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF SAFETY, FREEDOM

FROM VIRUSES, FREEDOM FROM BUGS, LEGALITY AND/OR RELIABILITY OF INFORMATION, DATA OR MATERIALS. FIE DOES NOT WARRANT THAT THE PERFORMANCE OF USERS' PERSONAL COMPUTERS OR OTHER DEVICES IS ADEQUATE TO USE THE APPLICATION. USERS ARE ADVISED TO DETERMINE IN ADVANCE THE COMPUTER SYSTEM'S REQUIREMENTS FOR A PARTICULAR APPLICATION AND WHETHER THEIR COMPUTER SYSTEM MEETS THOSE REQUIREMENTS. FIE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APPLICATION, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APP FEATURED IN ANY BANNER OR OTHER ADVERTISING. FIE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF GOODS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHALL USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**IF YOU RESIDE OUTSIDE THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO YOU:**

THE APPLICATION IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, FIE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APPLICATION AND USE THEREOF BY YOU, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FIE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE MATERIALS, THE APPLICATION CONTENT, OR THE CONTENT OF ANY WEBSITES LINKED TO THE APPLICATION. FIE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APPLICATION, (C) ANY UNAUTHORISED ACCESS TO OR USE OF FIE'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION. FIE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APPLICATION, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APP FEATURED IN ANY BANNER OR OTHER ADVERTISING. FIE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF GOODS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHALL USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**8.2. LIABILITY.**

**IF THE YOU RESIDE IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO YOU:**

FIE COMMITS ITSELF TO ACT WITH THE CARE AND DILIGENCE CUSTOMARILY USED IN THE PROFESSION IN ORDER TO PROVIDE FOR THE IMPLEMENTATION OF

SERVICES DELIVERED TO THE USERS.

NEVERTHELESS, FIE'S LIABILITY MAY NOT BE ENGAGED IN THE EVENT OF DELAY OR BREACH OF ITS CONTRACTUAL OBLIGATIONS IF THE DELAY OR BREACH IS DUE TO A CAUSE BEYOND ITS CONTROL: FORTUITOUS EVENT OR CASE OF FORCE MAJEURE.

**IF YOU RESIDE OUTSIDE THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO YOU:**

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER FIE NOR ITS AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, OR PARTNERS SHALL BEAR ANY LIABILITY TO YOU FOR ANY DAMAGE (INCLUDING, BUT NOT LIMITED TO, ACTUAL LOSSES, INCIDENTAL LOSSES, INDIRECT LOSSES, LOST PROFIT, OR LOST DATA, REGARDLESS OF WHETHER SUCH DAMAGE WAS PREDICTABLE OR NOT) ARISING IN CONNECTION WITH THIS EULA AND WITH THE USE OF THE APPLICATION BY THE USER.

FIE SHALL NOT BEAR LIABILITY FOR THE IMPOSSIBILITY OF INSTALLING OR LAUNCHING THE APPLICATION ON YOUR DEVICE, AS WELL AS FOR ANY POSSIBLE ERRORS AND FAILURES IN APPLICATION OPERATION. YOU MUST CONNECT TO THE INTERNET IN ORDER TO USE THE APPLICATION. ALL COSTS OF THE INTERNET CONNECTION SHALL BE INCURRED BY YOU. FIE SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO YOU AS A RESULT OF CONNECTION TO THE INTERNET OR INSTALLATION OF MALICIOUS SOFTWARE ON YOUR DEVICE.

IF THE LIMITATION OR EXCLUSION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, FIE'S LIABILITY MUST BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.

## **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. Modification of the Application.** FIE may modify the functions and informational content of the Application, as well as any related materials, at any time, at its own discretion. In case that would cause a reduction in users' rights, FIE will notify the users about such change, in which case the notified user shall have the right to terminate the EULA.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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](mailto: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.
- 13.3.** If You reside in France, this EULA is subject to French Law, and any dispute arising from the formation, interpretation or execution of the present EULA shall be subject to the exclusive jurisdiction of the French courts.
- 13.4.** In accordance with Article 14 of Regulation 524/2013/EU, the European Commission provides consumers with an online dispute resolution platform accessible at the following address: <https://ec.europa.eu/consumers/odr/>.

# FIE PRIVACY POLICY

Last updated: July 1, 2020

## 1. WHO WE ARE

- 1.1. We are FIE Fédération Internationale d'Esgrime, with registered seat at Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland ("**FIE**" or "**We**").
- 1.2. This Privacy Policy sets out how we collect and use your personal information when you visit our mobile game FIE Swordplay ("**Application**") and the choices available to you in connection with our use of your personal information ("**Privacy Policy**").
- 1.3. This Privacy Policy should be read alongside, and in addition to, our End User License Agreement, provided above ("**EULA**").
- 1.4. In case of any contradictions between this Privacy Policy and EULA, this Privacy Policy will prevail.

## 2. THIS PRIVACY POLICY

- 2.1. By making available the Application we, acting reasonably and in good faith, believe that you:
  - (a) have all necessary rights to register and use the Application;
  - (b) provide true information about yourself to the extent necessary for use of the Application;
  - (c) understand that by the posting your personal information you have manifestly made this information public, and this information may become available to other Application users and internet users, be copied and disseminated by them;
  - (d) understand that some types of information transferred by you to other Application users cannot be deleted by you or us;
  - (e) are aware of and accept this Privacy Policy.
- 2.2. We do not check the user information received from you, except where such check is necessary in order for us to fulfill our obligations to you.

## 3. INFORMATION WE COLLECT ABOUT YOU

- 3.1. In order to implement the agreement between you and us, and provide you with access to the use of the Application, we will improve, develop and implement new features to the Application, and enhance the available Application functionality. To achieve these objectives, and in compliance with applicable laws, we will collect, store, aggregate, organise, extract, compare, use, and supplement your data. We will also receive and pass this data, and our automatically processed analyses of this data to our affiliates and partners as set out in the table below and section 4 of this Privacy Policy.
- 3.2. We set out in more detail the information we may collect when you use the Application, why we collect and process it and the legal bases below.

	<b>Information Collected</b>	<b>Purpose</b>	<b>Legal Basis</b>
1	Data obtained via third parties, including your social network IDs, application store IDs, social network nickname, e-mail and friends list, when you connect your social account (e.g. Facebook, Google) to our Application.	We import this information into your profile. We use this information in order to manage and administer the Services provided to you. We use this information for certain social functions of our Services, such as to show you your friends who play the same Application as you, or to provide	Legitimate interests  Performance of our contract with you



		<p>you with the ability to post your achievements into your social account.</p> <p>We also use this information to retain the data about your usage of our Services (such as Application progress and achievements) across your different mobile devices, which are connected to the same social account.</p>	
2	<p>Information that is received as the result of your use of the payment functionality of the Application (e.g. first and last four digits of your bank card number that are required in order to match these details with your account).</p>	<p>We use this information in order to manage and administer the Services, including providing our Services to you.</p> <p>We may also use this data in order to investigate any complaints on your behalf and to provide you with a more efficient service.</p>	<p>Legitimate interests</p> <p>Performance of our contract with you</p>
3	<p>Additional data received when you access the Application, including information regarding technical devices, technical interaction with the Application, such as your IP-address, time of registration in the Service, device IDs, country and language settings, device model and operating system used, your installed apps, type of browser, your Internet provider and/or phone network operator, network type, screen resolution, or RAM size.</p>	<p>We use your data for internal review in order to constantly improve the content of our Application and web pages, to optimise your user experience, to understand any errors you may encounter when using the Services, to notify you of changes to the Application, and to personalise the use of our Application.</p> <p>We may also use this data in order to tailor and improve the advertisements that are presented to you to and to measure the effectiveness of these advertisements.</p>	<p>Legitimate interests</p>
4	<p>Data obtained via third parties, including your social network IDs, application store IDs, social network nickname, e-mail and friends list, when you connect your social account (e.g. Facebook, Google) to our Application.</p>	<p>We import this information into your profile. We use this information in order to manage and administer the Application provided to you.</p> <p>We use this information for certain social functions of our Application, such as to show you your friends who play the same Application as you, or to provide you with the ability to post your achievements into your social account.</p> <p>We also use this information to retain the data about your usage of our Application (such as Application progress and achievements) across your different mobile devices, which</p>	<p>Legitimate interests</p> <p>Performance of our contract with you</p>

		are connected to the same social account.	
5	Information that is created by you while placing requests to our Services support.	We use this information in order to verify your identity and to fulfill your support request. We may also use this data in order to investigate any complaints on your behalf and to provide you with a more efficient service.	Legitimate interests  Performance of our contract with you

- 3.3. Our legitimate interests include (1) maintaining and administrating Application; (2) providing Application to you; (3) improving the content of Application and web pages; (4) processing of the data that was manifestly made public by you (5) ensuring your account is adequately protected; and (6) compliance with any contractual, legal or regulatory obligations under any applicable law.
- 3.4. Your personal information may also be processed if it is required by a law enforcement or regulatory authority, body or agency or in the defence or exercise of legal claims. We will not delete personal information if it is relevant to an investigation or a dispute. It will continue to be stored until those issues are fully resolved and/or during the term that is required and/or permissible under applicable/relevant law.
- 3.5. You may withdraw your consent for sending you marketing information by amending your privacy settings of your account.
- 3.6. Please note, if you withdraw your consent to processing or you do not provide the data that we require in order to maintain and administer Application, you may not be able to access and use Application.
- 3.7. If we intend to further process your data for any other purpose to those set out in this Privacy Policy, we shall provide you with details of this further purpose before we commence processing.

#### 4. DATA SHARING

- 4.1. Publicly available data. Your username and other information Application you provide or post while using the Application can be available to all users of the Services. We take technical and organizational measures to ensure that your data is safe. Please note, that by posting your personal information in publicly accessible areas (resources accessible by other users of the Application), you have manifestly made this information public, and it may become available to other users of the Application and Internet users and be copied and/ or disseminated by such users. Please keep in mind that once other users have gained access to or copied your data, neither you nor we are able to delete or remove such data from possession of those other users.
- 4.2. Sharing with third parties. We may share your personal information with third parties only in the ways that are described in this Privacy Policy. Sometimes we may need to share your data with a third party in order to provide our Application to you, to administer the Application, for example, if you choose to share your data across other social media platforms, to administer the billing services or to personalize, adjust and improve our Application or in other cases described in this Privacy Policy and only subject to the purposes described in this Privacy Policy. We do not sell your personal information to third parties.
- 4.3. The transmissions of personal data with the recipients (whatever their legal status, subcontractor, processing manager or just recipient) are carried out in a secure manner and in application of an agreement between us and each recipient as may be necessary under applicable law. We undertake to ensure that each recipient knows the directive principles of personal data protection and submit to them in application of the law and/or of a particular contract.
- 4.4. We may share your data with our affiliates and 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). Sometimes we may also need to share your data with a third party, including Apple Inc.; Sunstrike LLC and affiliates of Mail.Ru LLC in order to

provide Application to you or to administer Application, for example if you choose to share your data across other social media platforms.

- 4.5. A part of your personal data may be collected and processed by the company Unity Technologies SF, acting as an independent controller with its registered office at: 30 3rd St, San Francisco, CA US 94103. Please refer to the Unity's Privacy Policy at <https://unity3d.com/ru/legal/privacy-policy> for information about data that is actively and passively (device information, location information, gameplay activity, log information and other data) collected by Unity, including by using automatic means.
- 4.6. In case you intend to connect your Google account to the Application using Google API Services, you may review and, if necessary, adjust your Google account privacy settings at Google security settings page at <https://security.google.com/settings/security/permissions> before linking or connecting them to our Application. You can find more information on Google's privacy at <https://policies.google.com/> and Google Privacy Policy at <http://www.google.com/policies/privacy>.
- 4.7. We may also enable you to use 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, and the processing of such data will be covered by the Privacy Policy of Facebook, accessible at <https://www.facebook.com/about/privacy>.
- 4.8. Confidentiality obligations. In case we share your data with selected third parties, including our third party contractors and application developers, we always ensure that these third parties undertake confidentiality obligations regarding your personal data collected while you use of the services or applications they offer. The developers use the information provided to them in order to provide you with additional services, including technical support, if applicable. We will not share your personal data outside the scope of purposes specified in this Privacy Policy without your prior consent.
- 4.9. Advertising disclaimer. Our ad management and recommendation system is designed so that your information will not be shared directly with our third party advertisers. An advertiser or maker of a recommendation can only choose to target advertisements to groups of users falling within criteria such as age, gender, location (country, city), or other, or to target communities according to their types. If you fall within one of the target groups, you will receive an advertisement or recommendation of such third party partners or our affiliates. However, such third party advertisers or our affiliates may gather some of your information in case you interact in any way with the ads provided by such advertisers.
- 4.10. Retargeting disclaimer. An advertiser or maker of recommendations may also choose to upload a list of identifiers (e.g., e-mails, phone numbers) and identities to our systems so that we (but not the adviser or maker of recommendations) can check for user matches. They will see the number of matches but not the matches themselves.
- 4.11. Disclosure required by law. We reserve the right to disclose your personal information as required by law, by court order or in special cases when we have reason to believe that disclosing such information is necessary to identify, contact, or bring legal action if you or third parties are violating the Terms, any other terms of services provided by us or our affiliates or any applicable law, for the purpose of defence of our rights and interests. We also reserve the right to disclose your personal information if we have a good faith belief that it is necessary to prevent fraud or other illegal activities.

## 5. PRIVACY SETTINGS

- 5.1. The Application may contain links to sites operated by third parties. We are not responsible for your data privacy when you access these links or engage with third party Application and you should ensure you review the relevant third party's privacy statement which will govern your data privacy rights.
- 5.2. We bear no liability for the actions of third parties which, as the result of your use of the internet or the Application, obtain access to your information in accordance with the confidentiality level selected by you.

- 5.3. We bear no liability for the consequences of use of the information which, due to Application nature, is available to any internet user. We ask you to take a responsible approach to the scope of their information posted in Application.

## **6. INTERNATIONAL TRANSFERS**

- 6.1. We may transfer and maintain on our servers or databases some of your personal information outside the European Economic Area (EEA) including in the Russian Federation.
- 6.2. The countries to which we transfer your data may not have the same data protection laws as your jurisdiction. We take reasonable cyber security measures and/or put in place the Standard Contractual Clauses (e.g. Model Clauses, Data Processing Agreement/Addendum) to ensure your data is adequately protected.

## **7. RETENTION PERIODS**

- 7.1. 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.
- 7.2. You may delete your personal data by removing the data from your account or by sending us an email to [info@fie.ch](mailto:info@fie.ch).
- 7.3. We may remove your account, or the information you post as provided by EULA.

## **8. YOUR RIGHTS**

- 8.1. You have the following rights, in certain circumstances, in relation to your personal information:
  - (a) Right to access your personal information.
  - (b) Right to rectify your personal information: you can request that we update, block or delete your personal data, if the data is incomplete, outdated, incorrect, unlawfully received or no longer relevant for the purpose of processing.
  - (c) Right to restrict the use of your personal information.
  - (d) Right to request that your personal information is erased.
  - (e) Right to object to processing of your personal information.
  - (f) Right to data portability (in certain specific circumstances).
  - (g) Right not to be subject to an automated decision.
  - (h) Right to lodge a complaint with a supervisory authority.
- 8.2. You also have a right to independently remove personal information on your account and make changes and corrections to your information, provided that such changes and corrections contain up-to-date and true information. You can also view an overview of the information we hold about you. If you reside in France you have the right to register on the list of opposition to telephone canvassing on [www.bloctel.fr](http://www.bloctel.fr).
- 8.3. If you would like to exercise these rights, please contact Support Service at [info@fie.ch](mailto:info@fie.ch) or send your request to us, in writing to Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland. We will aim to respond to you within 30 days from receipt of request. We will need to verify your identity before we are able to disclose any personal data to you.

## **9. SECURITY MEASURES**

- 9.1. We take technical, organizational and legal measures, including, where suitable, encryption, to ensure that your personal data are protected from unauthorized or accidental access, deletion, modification, blocking, copying and dissemination.
- 9.2. Access to the Application is authorized using by the relevant social network your login (e-mail address or mobile phone number) and password. You are responsible for keeping this information confidential. You should not share your credentials with third parties and we recommend you take measures to ensure this information is kept confidential.

## **10. CHANGES TO THIS POLICY**

From time to time, we may change and/or update this Privacy Policy. If this Privacy Policy changes in any way, we will post an updated version on this page. We will store the previous versions of this Privacy Policy in our documentation archive. We recommend you regularly review this page to ensure that you are always aware of our information practices and any changes to such.

## **11. CONTACT US**

- 11.1. If you have any questions, please send your inquiries to Service support at [info@fie.ch](mailto:info@fie.ch) or in writing to Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland. So we can deal with your enquiry effectively, please quote this Privacy Policy. We will aim to respond to you within 30 days from receipt of request.
- 11.2. All correspondence received by us from you (written or electronic inquiries) is classified as restricted-access information and may not be disclosed without your written consent. The personal data and other information about you may not be used without your consent for any purpose other than for response to the inquiry, except as expressly provided by law.
- 11.3. If you have any questions concerning your personal data please send your inquiries to [info@fie.ch](mailto:info@fie.ch).