

## ON-LINE learning by means of "I'm O" game

### General Commercial Conditions

#### I. Introductory Provisions

- 1.1 The subject matter of the General Commercial Conditions (hereafter "GCC") is an adjustment of rights and duties of the provider of a fee-based on-line learning by means of "I'm O" game (hereafter "the Provider") and the registered user (hereafter "the User") mainly at:
  - a) running services, which are provided by the Provider by means of the internet on the [play.esp.imo.sr](http://play.esp.imo.sr) website and all its subsides (hereafter altogether „[play.esp.imo.sr](http://play.esp.imo.sr)“),
  - b) using the services provided by the Provider by the User,
  - c) other legal relations, related to the main contractual relation between the Provider and the User, or resulting of it.
- 1.2 The service Provider and at the same time operator of the [play.esp.imo.sr](http://play.esp.imo.sr) website is the MILES s.r.o. business company, based at 740, Moravský Svätý Ján, post code 908 71, identification NO. 36 285 609, incorporated in The District Court Bratislava I, Sro section, insert No. 39783/B. The contact data of the Provider: [play@imo.sr](mailto:play@imo.sr) .
- 1.3 The User is a physical entity or a legal entity, who by filling in a registration form showed a will to use the services of the Provider and fulfilled the undermentioned conditions of registration:
  - a) is to the full extent capable of all legal acts, related to using the services provided by the Provider (thereby the capability arrangement, stated within chapters 1.7 and 1.8 of the GCC is not aggrieved)
  - b) filled in properly the registration form with an order on the [play.esp.imo.sr/register](http://play.esp.imo.sr/register) website or the registration form without an order on the [play.esp.imo.sr/sign/register-code](http://play.esp.imo.sr/sign/register-code) website,
  - c) settled an order of a chosen program (if the program has been chosen),
  - d) expressed unqualified assent with the GCC,
  - e) if appropriate, some other conditions stated in the electronic order or registration form.
- 1.4 The User, who does not fulfill the condition according to 1.3 letter c) of the GCC, is entitled only to log in to his/her Profile and use accessible free functions of the services in the extent allowed by the Provider, but the registration does not give him right to play the On-line "I'm O" game. The Provider is entitled to change, modify, take away or to cancel completely the free functions of the services provided by him/her.
- 1.5 By fulfilling the conditions stated within the chapter 1.3, the contract between the Provider and the User, who is a consumer, is settled at distance in the meaning of § 2 art. 1 and 3 of the Law No. 102/2014 of the Coll. of Laws about Consumer protection at selling goods or providing services on the basis of the contract settled at distance or the contract settled outside of operating premises of the seller and about amendments and additions to some laws (hereafter "The Law about Consumer Protection"). Settling the contract according to this chapter under conditions stated in the GCC means that the Agreement about subscription fee in the meaning of § 2 art. 4 of the Law about Consumer Protection is concluded between the Provider and the User.
- 1.6 By fulfilling the conditions stated within the chapter 1.3, the contract between the Provider and the User, who is not a consumer, is settled according to § 269 art. 2 of the law No. 513/1991 of the Commercial Code, whereby the subject of mutual obligations is more closely adjusted within the GCC (contract according to chapters 1.5 and 1.6 – hereafter "the Contract").
- 1.7 If the User is a physical entity, by sending off the registration form and paying off the price of a chosen program he/she at the same time confirms and declares on oath, that at a time of sending

off the registration form and paying off the price of a chosen program he/she has reached the age of minimum 15 and is, regarding his/her maturity of will and reason appropriate to the age, capable of those acts. At the same time, he/she declares, that the legal act of registration and the payment were done willingly, not under the pressure or distress, and he/she fully understands the fact, that those legal acts result in the the Contract with the Provider, whose subject is the fee-based service - on-line learning by means of "I'm O" game, under the conditions within the GCC.

- 1.8 A physical entity, who, at a time of filling in the registration form has not reached the age of minimum 15, cannot be the User and is not entitled to fill in, send off the registration form and to pay the price of the chosen program. In such a case the User has to be a legal representative of the underaged physical entity, and hereby he/she gives his/her data in the registration form.

## II. Service Description

- 2.1 The service provided by the Provider through the internet on the [play.esp.imo.sr](http://play.esp.imo.sr) webside (hereafter the **On-line "I'm O" game** or "**the service**") is the fee-based on-line learning by means of a game, based on the "I'm O" program, which serves as a tool for acquiring habits of independent and efficient learning. Within the program, the techniques such as comprehensive reading and listening, creativity and deduction are practiced. The On-line "I'm O" game improves concentration, imagination, spatial perception, communication, creativity, work with the memory, associations and various types of information. It is suitable for children, adults and old-age pensioners. Further information on the technique can be found on the [imo.sr](http://imo.sr) webside.
- 2.2 The Provider of the On-line "I'm O" game is not responsible for acquiring any improvement in the User's vocabulary or memory, his/her ability to use foreign words, communicate or understand Spanish or other language. The User is not entitled to demand reimbursement, repayment of the money paid or other form of compensation in case that he/she failed to improve his/her learning, concentration, imagination, spatial perception, communication, creativity, work with the memory, associations and various types of information, to achieve improvement in Spanish or other language, enrich the vocabulary or otherwise accomplish the communication in Spanish or other language by means of the On-line "I'm O" game.
- 2.3 The Provider is not responsible for a hundred-percent accessibility of the On-line "I'm O" game and, at the same time, is entitled to limit the User's possibilities of using the On-line "I'm O" game for the time necessary by reason of maintenance or other technical reasons. In the cases of an interrupted connection according to previous sentence or a technical accident on the Provider's or the third parties' servers in consequence of which it was not possible to use the services of the Provider, the User does not have the right to be reimbursed, to demand repayment of the money paid or other form of compensation.
- 2.4 The Provider of the On-line "I'm O" game is entitled to carry out unilaterally any modifications in design, scope, contents, regulations, functionality of the On-line "I'm O" game or modifications in the system specification, necessary for playing the On-line "I'm O" game without necessity to inform the Users in advance. The User is not entitled to demand reimbursement, repayment of the money paid or other form of compensation as a consequence of those modifications.

## III. Order and Service Delivery

- 3.1 The basic assumption of starting to use the On-line "I'm O" game is filling in the on-line registration form with an order or the on-line registration form and its sending off to the Provider. The form with an order is accessible on the [play.esp.imo.sr/register](http://play.esp.imo.sr/register) webside, the form without an order can be found on the [play.esp.imo.sr/sign/register-code](http://play.esp.imo.sr/sign/register-code) webside. The sending off the registration form is not possible without confirmation of becoming acquainted with the GCC. The User has to confirm The

assent with processing personal data and confirm that he/she became acquainted with The individual's rights in context of protection of provided personal data.

3.2 The minimum technical requirements for the User's equipment (hardware and software), by means of which the User will access the Provider's service, and which have to be met to ensure the technical compatibility of the User's equipment and functionality of the provided electronic service are as follows:

For a PC and a laptop:

- a) The Internet access,
- b) CPU: 2GHz and more + 2 cores and more,
- c) OS Windows 7/ or iOS 8 and newer versions,
- d) RAM: 2048 MB and more,
- e) The device with an up-dated web browser and an authorized JavaScript,
- f) The soundcard and loud-speakers

The Provider is not responsible for possible User's problems caused by his/her software and hardware equipment or by the quality of the User's internet connection.

The service provided by the Provider can also be employed by means of other devices such as a cell phone or a tablet computer, but the Provider does not account for a functionality and accessibility of the service via such or similar devices, which do not meet the minimum technical parameters stated above.

3.3 In case of a physical entity the filled-in registration form has to include the following obligatory data:

- a) Name, surname
- b) Permanent address
- c) Login name – it must not be the same as the one used by another User, who chose it earlier (the system verifies automatically an accessibility of the chosen login name during registration)
- d) Password
- e) School grade and type of school
- f) Contact e-mail
- g) Assent with the GCC
- h) Assent with processing personal data

3.4 In case of a legal entity the filled-in registration form has to include the following obligatory data:

- a) Commercial name
- b) Seat
- c) Identification No.
- d) VAT identification – not obligatory
- i) Login name – it must not be the same as the one used by another User, who chose it earlier (the system verifies automatically an accessibility of the chosen login name during registration)
- e) Password
- f) Contact e-mail
- g) Assent with the GCC
- h) School grade and type of school
- i) Assent with processing personal data

- 4.1 After filling in all obligatory data in the registration form without an order and its successful sending off to the Provider, the Provider will send an activation link and a password for a User's Profile in the On-line "I'm O" game (hereafter "**Profile**") to the User's e-mail stated in the registration form (hereafter "**Contact e-mail**"). To allow a verification of the Contact e-mail and activation of the Profile, the User has to click on the activation link. After clicking on the activation link the User will be redirected to the [play.esp.imo.sr](http://play.esp.imo.sr) website and will be able to log in to his/her Profile. The Provider binds him/her-self to start providing the service of the On-line "I'm O" game within 1 hour at the latest from the User's logging in to his/her Profile. The User's access data into his/her Profile are a login name, stated in the form, and a password. After logging in by means of the access data the User can change the obligatory data in his Profile, that were filled in in the registration form, and the password, too. The User is entitled to use the service of the On-line "I'm O" game in full extent up to 72 hours. After that time has passed, the User has right to log in to his Profile and use accessible free functions, but he/she cannot play the On-line "I'm O" game, until he/she buys some of the programs stated within chapters 4.1.1 to 4.1.4 of the GCC. The User will be able to buy a chosen program after logging in to his Profile, where he/she chooses of the offer in the chapter 4.1 of GCC, confirms the order and pays the sum according to the price of the chosen program.
- 3.5 After filling in all obligatory data in the registration form with an order and its successful sending off to the Provider, the Provider will send an activation link and a password for a User's Profile in the On-line "I'm O" game (hereafter "**Profile**") to the User's e-mail stated in the registration form (hereafter "**Contact e-mail**"). To allow a verification of the Contact e-mail and activation of the Profile, the User has to click on the activation link. After clicking on the activation link the User will be redirected to the [play.esp.imo.sr](http://play.esp.imo.sr) website and will be able to log in to his/her Profile, where an order has been generated. The price of the order depends on the program, chosen by the User. The due date of the order is 5 days. The day of the order settlement is the day of receipt of payment of the full sum of the order on the Provider's bank account. The Provider is bound to start providing the service of the On-line "I'm O" game within 24 hours from the day of the order settlement at the latest. Immediately after the proper and early settlement of the order the Provider will send to the Contact e-mail account of the User the information about the order settlement and also the information that the invoice – tax document, confirming the order settlement, is saved on his/her Profile. He/she can see, download and print it anytime. If the User does not settle the order, he/she will be automatically by the system called upon to settle the order at the next logging in. If he/she does not settle the order, he/she can log in to his/her Profile and use accessible free functions, but he/she cannot play the On-line "I'm O" game. The User's access data into his/her Profile are a login name, stated in the form, and a password. After logging in by means of the access data the User can change the obligatory data in his Profile, that were filled in in the registration form, and the password, too.
- 3.6 The Provider is entitled to cancel and delete the User's Profile without warning, if the User does not verify the Contact e-mail and does not activate his/her Profile by means of the activation link within 14 days from sending the activation link to his/her contact e-mail.
- 3.7 On the Provider's side the service is delivered to the User electronically by means of making the possibility to play the On-line "I'm O" game available on the Provider's website of [play.esp.imo.sr](http://play.esp.imo.sr), after the User's logging in to his/her Profile. The possibility of playing i.e. adopting the service in full extent is conditioned by the previous payment for the particular program.
- 3.8 If at registering the User did not state all invoice data from the chapter 3.3 b) for physical entities and from the chapters 3.4 b), 3.4 c), 3.4 d) for legal entities, he/she will be asked by the system to complete them before the first order.

#### IV. Kinds of Programs, Payment System

4.1 The Provider provides the service of the Online "I'm O" game to the full extent of its functionality and contents exclusively for payment. By choosing one of the program types and paying the sum corresponding with the chosen kind of program (the particular programs and their prices are stated in the chapters 4.1.1 to 4.1.4) the User achieves the right to use the service of the Online "I'm O" game to the full extent up to expiry of the pre-paid period. The Provider offers the following types of programs, the User can buy:

##### 4.1.1 Individual:

- a) Program „1“ – the price of the program is 60 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 30 days from the payment of the price of the program,
- b) Program „6“ – the price of the program is 90 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 180 days from the payment of the price of the program,
- c) Program „12“ – the price of the program is 150 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 365 days from the payment of the price of the program.

##### 4.1.2 Kindergarten:

- a) Program „1“ – the price of the program is 60 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 365 days from the payment of the price of the program,
- b) Program „3“ – the price of the program is 90 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 365 days from the payment of the price of the program on 3 Profiles simultaneously,
- c) Program „10“ – the price of the program is 150 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 365 days from the payment of the price of the program on 10 Profiles simultaneously.

##### 4.1.3 School:

- a) Program „1“ – the price of the program is 150 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 365 days from the payment of the price of the program,
- b) Program „2“ – the price of the program is 190 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for a period of 365 days from the payment of the price of the program on 2 Profiles simultaneously,
- c) Program „10“ – the price of the program is 220 EUR net of VAT. A payment of the price of this program entitles the User to use the Online "I'm O" game to the full extent for

a period of 365 days from the payment of the price of the program on 10 Profiles simultaneously,

- d) Program „100“ - the price of the program is 400 EUR net of VAT. A payment of the price of this program entitles the User to use the Online “I’m O” game to the full extent for a period of 365 days from the payment of the price of the program on 100 Profiles simultaneously.

#### 4.1.4 Legal entity (except Kindergarten and School):

- a) Program „1/2“ – the price of the program is 120 EUR net of VAT. A payment of the price of this program entitles the User to use the Online “I’m O” game to the full extent for a period of 180 days from the payment of the price of the program,
- b) Program „1“ – the price of the program is 200 EUR net of VAT. A payment of the price of this program entitles the User to use the Online “I’m O” game to the full extent for a period of 365 days from the payment of the price of the program,
- c) Program „5“ – the price of the program is 300 EUR net of VAT. A payment of the price of this program entitles the User to use the Online “I’m O” game to the full extent for a period of 365 days from the payment of the price of the program on 5 Profiles simultaneously.

4.2 The service Provider is not a VAT payer, therefore the prices stated in the GCC are the final prices and VAT will not be added to them.

4.3 The User, who has chosen a program stated in the chapters 4.1.1, 4.1.2 a), 4.1.3 a), 4.1.4 a) or 4.1.4 b) of the GCC and paid for the chosen program, is entitled to use the Online “I’m O” game to the full extent up to expiry of the pre-paid period according to the appropriate purchased program. After expiring of the pre-paid period the User can log in to his/her Profile and use accessible free functions, but he/she cannot play the On-line “I’m O” game, until he/she buys some of the programs stated within chapters 4.1.1 to 4.1.4 of the GCC. The User will be able to buy a chosen program after logging in to his Profile, where he/she chooses of the offer in the chapter 4.1 of GCC, confirms the order and pays the sum according to the price of the chosen program.

4.4 The User, who has chosen a program stated in the chapters 4.1.2 b), 4.1.2 c), 4.1.3 b), 4.1.3 c), 4.1.3 d) or 4.1.4 c) of the GCC and paid for the chosen program, will be sent by the Provider to his/her Contact e-mail further ordered log-in names and passwords for user Profiles. The User is entitled to use the Online “I’m O” game to the full extent up to expiry of the pre-paid period according to the appropriate purchased program. After expiring of the pre-paid period the User can log in to his/her Profiles and use accessible free functions, but he/she cannot play the On-line “I’m O” game, until he/she buys some of the programs stated within the chapter 4.1 of the GCC. The User will be able to buy a chosen program after logging in to his Profile, where he/she chooses of the offer in the chapter 4.1 of GCC, confirms the order and pays the sum according to the price of the chosen program.

4.5 The User who has bought some of the programs stated within the chapter 4.1 of the GCC can after logging in to his/her Profile play the game also for two players. The User will fill in the name of another player before starting the game. The User will see on the screen, which of the players is currently playing the game.

4.6 If the User has updated the grade in his/her Profile, it does not influence the program that was bought at a given time and the User continues with this program up to expiry of the pre-paid period.



4.7 The Provider is entitled to unilaterally change, modify, remove or add types of programs and/or change the price or composition of the existing programs without necessity to inform the Users in advance. In such a case the Users, who bought some of the programs before its change, are not entitled after the change to demand any compensations, prolongation of pre-paid periods or repayment of the money paid, based on new qualities or price of the program. Buying a program by the User means that he/she is fully responsible for the extent and manner of using the services provided by the Provider. If the User does not use the Provider's services during the pre-paid period, he/she has no right to repayment of the price paid or its aliquot part.

## V. Termination of Contract and Abandonment of Contract

5.1 The contract between the Provider and the User is concluded for an indefinite period. The User is entitled to withdraw from the Contract anytime with or without giving a reason, by sending an e-mail to [play@imo.sr](mailto:play@imo.sr) (subject: "Abandonment of contract") from his/her contact e-mail account. If the User informs this way about his/her abandonment of the Contract, he/she will be sent an e-mail confirming termination of the Contract to his/her contact e-mail account. By abandonment of the Contract the Contract is terminated on the date of transmitting the e-mail confirming the termination of the contract (the day of transmitting the e-mail is considered to be the day of abandonment of the contract on the part of the User). The User that purchased some of the programs stated within chapters 4.1.1 to 4.1.4 of GCC and abandoned the Contract has no right to be reimbursed by an aliquot part of the program price for non-used prepaid period nor to be reimbursed by any part of the finances paid for services provided by the Provider up to the date of abandonment of the contract. The Provider is entitled to terminate the Contract without giving a reason and cease providing the "I'm O" on-line game or the website on which it is accessible. The period of cancellation is 30 days and starts on the date of informing about the Contract termination and the planned cessation of providing services, published on the website [play.esp.imo.sr](http://play.esp.imo.sr). The Provider is entitled to terminate the Contract thereby en mass concerning all Users and is not obliged to inform each User by a separate notice. The notice is considered transmitted to all Users on the first day of its publishing on the website [play.esp.imo.sr](http://play.esp.imo.sr). In consequence of Termination of the Contract by the Provider and the one-side cessation of providing the "I'm O" on-line game on the Provider's side the User is not entitled to claim any reimbursements, repayments of money paid or other forms of compensations.

5.2 By concluding the Contract and accepting the GCC the User – consumer at the same time grants an express consent to the Provider to begin providing an electronic content before expiry of the period for abandonment of the Contract and at the same time by concluding the Contract and accepting the GCC he/she confirms that he/she was properly instructed that by granting consent with beginning of providing an electronic content before expiry of the period for abandonment of the Contract he/she loses the right to abandon the Contract.

5.3 By concluding the Contract and accepting the GCC the User – consumer confirms that he/she was instructed that according to § 6 letter I of the Law about Consumer protection he/she is not entitled to abandon the Contract by reason of being properly instructed that by granting consent with beginning of providing an electronic content before expiry of the period for abandonment of the Contract he/she loses the right to abandon the Contract and despite this instruction he/she granted an express consent to the Provider to begin providing an electronic content before expiry of the period for abandonment of the Contract.

5.4 By abandonment of the Contract the User's profile is canceled and deleted

## VI. Further Rights and Duties of Contracting Parties

6.1 By accepting the GCC the User at the same time grants consent to the Provider to process his/her personal data, in accordance with the General Regulation about Data Protection (EU regulation 2016/679) and the Law No. 18/2018 of the Coll. Of Laws about Personal Data Protection and about amendments and additions to some laws subsequently amended (further as "Law of Data Protection"), stated in the registration form, that define more specifically the user's personality in accordance with the clause § 2 of the Law of Data Protection. At the same time the User grants consent to the Provider to process the obtained personal data within their own communication system (in electronic and also, if appropriate, in paper form) for usual purposes, particularly for providing possibilities of registration and utilization the service of on-line learning by means of "I'm O" game, which are provided by the Provider through the webside play.esp.imo.sr, and for further purposes such as book keeping; marketing; refinement of commercial products and services; research and statistic analysis; business strategy; internal audits and investigations; and/or observance of legal duties.

6.2 The Provider processes the User's personal data listed below:

Personal information – e.g. first name and surname, permanent address, login name, school grade and a type of school;

Contact information – e.g. contact e-mail account and a phone number;

System information – IP address or other unique identifier of a particular device

6.3 The User's rights related to the personal data processing:

### A. Access Right

The Provider has the following duties based on a specific requirement from an individual:

- to confirm processing of personal data of the individual concerned;
- to explain why and how the personal data of the individual concerned are processed and provide him/her with other details related to processing of their personal data; and
- to provide the individual concerned with copies of their personal data.

### B. Right of Deletion (also called a right of cancellation or „right of forgetting“) and Adjustment

The people concerned can under certain circumstances ask for deletion or cancellation of their personal data, e.g. if they revoke anytime their consent to their processing (if the processing is done based on the consent of a person concerned). The person concerned can also ask the Provider to adjust or edit the processed personal data, if they are inaccurate or incomplete.

If the Provider shares the personal data with any third party (e.g. with an intermediary), he/she has to remind them of deletion or limitation to personal data concerned.

### C. Right of Limitation

The people concerned can ask to limit processing their personal data during a settlement of complaints (concerning e.g. accuracy of their personal data). If the processing is limited, the Provider is allowed to save personal data, but not to process them further until the relevant matter is settled. Moreover, if the Provider shares personal data with any third party (e.g. with an intermediary) he/she



has to remind them of the imposed limited processing of personal data of the person concerned, which is in force until recalled. After it is recalled, the third party has to be informed.

#### D. Right of Raising Objection

The people concerned can raise an objection against processing their personal data based on reasons concerning their particular situation. In consequence, the Provider can process personal data only in case that he/she is able to submit convincing legal reasons for processing (they are stated for each particular case).

The people concerned can raise an objection without reasoning against processing their personal data for direct marketing purposes.

#### E. Data Portability

If an individual provides his/her personal data, he/she has the right (if requested):

- to obtain copies of given personal data; and/or
- to require, if it is feasible, to forward the personal data to a third party organization in a structured and commonly used automatic format.

### 6.4 Procedure in case of Requirement:

#### A. Response to a Requirement

After the execution of an adjustment, deletion or limitation the Provider has to communicate with the person who has made a requirement and also with all third parties, he/she has shared their personal data with.

The information or communication provided to individuals based on their requirement have to be:

- in brief, articulate and easily understandable and accessible format and in simple language;
- written (e.g. letter or e-mail); and
- if the person makes a requirement in an electronic form (e.g. e-mail), a response can also be provided in an electronic form (i.e. e-mail) – if it is possible and the person concerned does not require something else.

#### B. Deadline for sending Response to Requirement

After accepting the valid requirement the Provider has to send the response “without delay“, in no case later than one month after the acceptance of the requirement. The one-month period can be, in case of need and with regard to complexity and number of requirements, extended by two further months. The Provider has to inform the individual concerned on such an extension in the course of the first month since the acceptance of the requirement and justify the delay or extension.

#### C. Costs of sending Response to Requirement

All the information or communications concerning the particular requirement have to be cost free. The only exception are cases when the individual’s requirement is “obviously unjustified or inadequate“ (e.g. in case of repetitious requirements). In such cases the Provider can: (a) charge a person with an adequate fee; or (b) refuse the requirement.

- 6.5 If on the Provider's website the User chose an option of consent with using the User's e-mail account and/or phone number for purposes of Provider's direct marketing, mainly in order to send e-mail notices on the news, the Provider's changes of product and services, it is understood that this consent was given for purposes stated under this article, and is valid up until its cancellation. Sending the activation link to the User's e-mail account is a condition for using the Provider's services, therefore the duty of giving a separate consent according to this article does not apply to it.
- 6.6 By the consent with the GCC the User also confirms that he/she was instructed by the Provider within the meaning of the clause of § 3 art. 1 letter t) about a possibility and conditions of conflict settlement by means of the system of alternative conflict settlements, which is adapted within the Law No. 391/2015 of the Coll. of Laws about alternative settlement of consumer conflicts and about amendments and additions to some laws. The official authorities for an alternative conflict settlement are by law the Bureau of Network Sectors Regulation, the Bureau of Electronic Communication and Mail Services Regulation and the Slovak Commercial Inspection.
- 6.7 By the consent with the GCC the User also confirms that he/she was instructed by the Provider within the meaning of the clause of § 4 art. 1 letter e) of the Law No. 22/2004 of the Coll. of Laws about electronic commerce, that the authority for surveillance or supervision, to which the performance of the Provider of services is subject, is the Slovak Commercial Inspection (Slovenská obchodná inšpekcia - SOI), the SOI Inspectorate for the Bratislava district, Prievozská 32, P. O. BOX 5, 820 07 Bratislava 27, Division for administration of surveillance, phone No. 02/58272 172, 02/58272 104, fax č. 02/58272 170.
- 6.8 By the consent with the GCC the User also confirms that he/she was instructed by the Provider about the fact that "I'm O" is a trademark according to the Law No. 506/2009 of the Coll. of Laws about trademarks and the On-line game "I'm O" is the author craft, using protection within the meaning of the Law No. 185/2015 of the Coll. of Laws about Author's Act. In accordance with § 19 art. 4 the Provider is the holder of the trade-mark and the exclusive holder of unlimited license to use the product.
- 6.9 By the consent with the GCC the User also confirms that he/she is aware of the fact, that by obtaining the content of services provided by the Provider and possibility of using the On-line "I'm O" game neither proprietary nor other rights of the services are conveyed to the User, and providing the services does not mean abandoning any author's or proprietary rights of the Provider or the third parties. Any kind of using the On-line "I'm O" game or the trade-mark in a different way from the using services according to the Contract requires a prior written consent by the Provider.
- 6.10 By the consent with the GCC the User also confirms that that he/she is aware of the fact, that the services, including the content provided by means of the services, graphic representations, user interfaces, audio-clips, video-clips, editorial content, resource codes (scripts) and a software, used to perform the On-line "I'm O" game and further services according to the Contract, contain the protected information, whose owner is the Provider and/or his/her providers of licenses, and which are protected by legal regulations that amend the intellectual property, and by other legal provisions. Neither part of services provided according to the Contract can be copied in any form or by any means, unless it is expressly allowed by the Contract or the GCC. The User takes a pledge not to borrow, adapt, rent, lend, sell or spread in any way the services or the content provided by means of the services in any way.