



## SKUNKAGA - Terms of Use, Privacy Policy

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## 1. Legal entity

SKUNKAGA s.r.o. - SKUNKAGA Ltd.(Limited Liability Company)

## 2. Customer support

If you have any questions or requests related to this Policy please contact our support center by sending an email to: [support@skunkaga.com](mailto:support@skunkaga.com).

## 3. Terms and conditions

Strictly forbidden content

Content that consists of:

- Nudity or sexual reference
- Smoking, alcohol or drugs
- Violence or self abuse
- Profanity, bad language or offensive behavior

is strictly forbidden and will be removed. UPLOADING OR SENDING SUCH CONTENT MAY RESULT IN PERMANENT BAN UPON YOUR USER ACCOUNT.

### 3.1 Copyright infringement

Submitting any form of copyrighted information or data is strictly forbidden. This restriction applies to all and any texts, images, videos and sounds you submit. In case of a copyright infringement, any copyrighted information or data will be removed from the server.

While not necessarily subject to copyright infringement, users are lead not to share screenshots and snapshots of displays / monitors as such images are poor in quality. Said images may be deleted and advised against as well.

Administrators of this service are not responsible for any sort of user generated content and cannot be held liable for storing such content on service-dedicated servers. In case of copyright infringement, please contact us and we will take necessary steps.

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### ***3.2 Users under 14 years of age***

We do not knowingly collect personal information from users under the age of fourteen. We do, however, allow children under the age of thirteen to use certain areas or features of our service that do not involve the collection of user information, aside from certain device information that may be collected as necessary to the operation and support of the service. Lowest allowed age to register an account on SKUNKAGA s.r.o. is 14.

### ***3.3 By registering a new account***

You agree in its full extent to terms of service. Should you break any rule of good behavior in terms of spamming, harassing other users, usage of strong language or other forms of unpopular behavior, your account or any content you submit will be deleted without prior notice or warning.

These terms of service are subject to change at any time. Last changed 7. December 2017

### ***3.4 Privacy policy***

This Privacy Policy contains information about what type of personal data we collect, how we use it, how it gets publicized and how we protect it.

### ***3.5 What Does the Privacy Policy Apply To?***

The Privacy Policy applies to personal data collected by SKUNKAGA s.r.o. Company in connection with services provided by it. You may find more information about SKUNKAGA s.r.o. Company on the website: <https://www.skunkaga.com/contact>. This data includes information gathered via off-line centers for connecting consumers, direct marketing

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campaigns, lotteries, competitions and contests; and on line via our web pages, applications and platforms operated by a third party (“SKUNKAGA s.r.o. pages”).

This Privacy Policy also applies to the display of targeted content, including offers and advertisements for SKUNKAGA s.r.o. products and services, acquired via web pages, platforms and/or third-party applications (“third-party pages”), targeted based on information gathered about your user activity (as defined below).

These third-party pages may have their own privacy policies and conditions of use. We recommend that you read these policies and conditions before starting to use third-party pages.

This Privacy Policy forms an integral part of the Conditions of Use of all of SKUNKAGA s.r.o.’s pages. You will find information about SKUNKAGA s.r.o., which is responsible for the protection of your personal data, in the section Your Rights to Personal Data Protection and Whom to Contact below.

### **3.6 Your Consent**

By using SKUNKAGA s.r.o.’s pages, you are giving the relevant SKUNKAGA s.r.o. Company permission to collect, use and publish your personal data in accordance with this Privacy Policy. If you do not agree with this collection, utilization and publication of your personal data, please stop using SKUNKAGA s.r.o.’s pages, and do not give your personal data to any SKUNKAGA s.r.o. Company in any other way either.

SKUNKAGA s.r.o. Company will collect, utilize and publish your personal data only in instances as allowed by law. In most cases we will specifically ask you to give us

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permission; in some cases, however, your permission may be inferred on the basis of your activity or behavior. If it is necessary to use your personal data for purposes not mentioned in this Privacy Policy, we may ask you for additional consent. You are not required to give us this consent; however, if you choose not to, it may mean that your participation in some activities will be limited in a certain way. If you give us additional consent, then in the event of a discrepancy with the conditions of this Privacy Policy, the conditions of this consent will prevail.

Please be aware that in justified cases, we may process your personal data even without your consent, provided that this does not affect your rights and legitimate interests.

### **3.7 Children**

Most of SKUNKAGA s.r.o.'s pages and apps are intended for adults. In the case of SKUNKAGA s.r.o. pages and apps that are intended for younger users, we must obtain the consent of parents or guardians before we begin gathering personal data, namely in cases when we are aware that it is appropriate and if it requires a relevant law or regulation for personal data protection (the age limit dictating the responsibility to require this consent varies in individual countries). If you are a child above the age at which parental consent is required, you should read this Privacy Policy with your parents or guardian and make sure you understand them and agree with them.

In the event we discover that we have been collecting the personal data of a child without the necessary parental or guardian consent, we will remove all this data as soon as possible.

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Access to some parts of SKUNKAGA s.r.o. pages and apps, and/or the eligibility to accept a prize, sample or other award may be restricted by an age limit. We may use your personal data to establish and verify your age and to observe the age limits properly.

### ***3.8 What Kinds of Data Do We Collect?***

“Personal data” in this Privacy Policy is information or parts of information that may serve to identify you. This information typically includes your name, address, username, profile picture, email address and telephone number. It may also be additional information, such as your IP address, shopping habits, and information about your lifestyle and preferences, for example your hobbies and interests. We may acquire your personal data from various sources, including:

### ***3.9 Information that we get directly from you***

Information that you give us directly, We may obtain information from you directly, for example, if you voluntarily provide your personal data to us when registering for a contest or a drawing for prizes, if you sign up to receive information or if you purchase a product or service from us, if you fill out a questionnaire, post a comment or ask a question.

Information that we obtain from you directly:

name

address

email address

username

telephone number

credit card number or other payment information

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age

date of birth

sex

location

user content, contributions and other content that you have sent to SKUNKAGA s.r.o.'s web pages and apps information about your computer or other device that you use to access our services, including the hardware model, operating system and version, MAC address, universally unique identifier, telephone number, International Mobile Equipment Identity ("IMEI") and mobile network information, including possible access of the service to the telephone directory any other personal data that you have given us voluntarily

Information that we obtain automatically when you use SKUNKAGA s.r.o. web pages and apps in accordance with the conditions of this Privacy Policy and the relevant legal regulations, we (or a third party using services in our name) use cookie files and other tools (tools to analyze the web and pixel brand) that automatically obtain information about you if you use SKUNKAGA s.r.o. web pages and apps. Automatically obtained information includes:

information about which Web browser you use

details about the web pages you have browsed

your IP address

links that you have clicked on

your username, profile picture, sex, networks and other information, the use of which you have consented to when using third-party pages (for example, the use of the "Like" button on Facebook, or the use of the +1 function in Google+ and Twitter)

web pages you have visited before coming to the SKUNKAGA s.r.o. web pages and apps (collectively as "information about page use")

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Most web browsers accept cookie files in their default setting. You can change your browser's setting so that it will block cookie files or notify you when they will be sent to your device. If you use various browsers or various devices, you must change the settings for each browser and each device separately. Please keep in mind that disabling cookie files may result in reduced convenience or the restriction of some functions when using SKUNKAGA s.r.o. pages and apps.

### **3.10 Information we obtain from other sources**

We may also obtain your personal data from other authorized sources, including information from commercially accessible sources, such as public databases, data collection tools and information from third parties. Information that we may obtain from other sources includes:

your name

your address, street

your age

your shopping habits

your preferences and information about your lifestyle, hobbies and interests

publicly accessible information, such as user content, blogs and contributions, as allowed by law

### **3.11 On-line advertisement**

WE DO NOT SHARE ANY INFORMATION about your user activity on web pages with trustworthy third parties (for example with advertisers, advertising agencies, advertising networks etc.), in order to provide you with better page content, including pertinent advertisements for products and services that you may be interested in.



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### **3.12 How Do We Use Your Personal Data?**

We may use your personal data for the following purposes:

To improve our products and increase your convenience when using SKUNKAGA s.r.o. pages. To contact you about products and services that you may be interested in, assuming that you have given your permission for that, or that this contact is in regards to a previously requested product or service; therefore, this contact refers to your previous request and will take place within the time frame allowed by current laws. An offer of products or services that you have requested from us. After registering your account on SKUNKAGA s.r.o.'s pages, or as soon as SKUNKAGA s.r.o. obtains your email address in the manners described above, SKUNKAGA s.r.o. has full permission to send notifications via email, including newsletter or announcements of any type allowed.

SKUNKAGA s.r.o. may send announcements or notices to your device. You have the option of deactivating these notices whenever by sending an email to [support@skunkaga.com](mailto:support@skunkaga.com).

The user hereby acknowledges that most information and data may be publicly accessible, with the exception of a private conversation space that is accessible only to a certain group of users.

### **3.14 Intellectual Property**

Services and their content (and any derived parts or their improvements), including all texts, illustrations, files, pictures, software, scripts, graphics, photographs, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation and interactive designs (collectively called "Contents of Services") and all rights to intellectual property severally, are the property of SKUNKAGA s.r.o. Company, its providers, or both.

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Furthermore, all trademarks, service trademarks, business names and company design that may appear in the Contents of Services, is the property of SKUNKAGA s.r.o.. Other than limited use of rights that are guaranteed to the user in these conditions of use, the user does not gain any other right, entitlement or share of the Contents of Services. All rights not expressly mentioned in these conditions of use are expressly reserved for SKUNKAGA s.r.o. Company.

### ***3.15 Transfer of Your Personal Data***

We may transfer your personal data to servers located outside your country of residence or to branches or other trustworthy third-party companies from other countries which process personal data in our name. By using SKUNKAGA s.r.o.'s pages or by providing your personal data to SKUNKAGA s.r.o. Company in any other way, you are giving your consent to us to do so in accordance with the conditions of this Privacy Policy, and in accordance with current laws and regulations governing the protection of personal data.

Please keep in mind that in many countries, regulations governing personal data protection are not the same as in your country. If your personal data appears in another country, it may be accessed in accordance with local laws, for example by courts, by criminal prosecution authorities, or by a national security agency. In the event of a legitimate request for access to your personal data, we promise that we will demand that anyone who processes your personal data outside your country of origin must proceed in accordance with provisions for the protection of your personal data, whereas this person is authorized to process this data only in accordance with the mandates of SKUNKAGA s.r.o. Company.

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### ***3.16 Safeguarding and Protection of Your Personal Data***

We will use all reasonable means and appropriate provisions for the protection of your personal data, whereas we will also require the same from all third-party representatives who will process your personal data. Access to your data is prohibited to prevent unauthorized access, modification or misuse. Only employees and agents of SKUNKAGA s.r.o. Company are authorized to have access to your personal data, and only to the extent required for the given purpose.

### ***3.17 Your Rights to Personal Data Protection and Whom to Contact***

If you have any questions, comments or concerns regarding the way your personal data is handled, you may contact us via the “Contact Us” link on the SKUNKAGA s.r.o. website, which will take you to this Privacy Policy.

### ***3.18 You have the right to contact us in the following events:***

if you do not wish to have us contact you in the future

If you would like to obtain information about your personal data which we are processing

if you want to correct, update, block, clear or remove your personal data from our records

if you want to report any misuse of your personal data

If you give us your full name and details about yourself, you will make it easier for us to resolve your request.

### ***3.19 Changes to Our Privacy Policy***

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This Privacy Policy may change from time to time, when we publish an updated version of our Privacy Policy on the SKUNKAGA s.r.o. web pages. In the event of any change in this document, we will inform you. We recommend that you visit our website regularly and reasonably often, so that you will have access to current information about how we are using your personal data.

### **3.20 Other Privacy Policies of SKUNKAGA s.r.o. Company**

In addition to this Privacy Policy, additional conditions or policies, applying to specific campaigns or promotions, may also go into effect. We recommend that you read these additional conditions or policies prior to participating in such a campaign or promotion, because if you participate, we will require your consent with these additional conditions. Any additional conditions or privacy policies will be accessible to you immediately.

### **3.21 User Content**

(a) SKUNKAGA s.r.o. allows users to send, insert, relay or otherwise grant access to services (“present”) news, text, illustrations, files, pictures, graphics, photographs, comments, sounds, music, videos, information, content and other materials (“User content”). Based on the rights and licenses which the user hereby grants, SKUNKAGA s.r.o. reserves the right to claim and share in User content. SKUNKAGA s.r.o. does not guarantee the confidentiality of User content, even if it is not published in the Services. The user bears the sole responsibility for monitoring and protecting intellectual property rights in the relevant User content. SKUNKAGA s.r.o. bears no responsibility for the above-mentioned items.

(b) User is not authorized to insert User content protected by copyright, trademark, patent, trade secret, moral law or other intellectual property rights, or proprietary rights, without the express permission of the owner of the relevant right. User bears the exclusive responsibility

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for any damage caused by failing to obtain this permission, or for any other harm caused by User content provided.

(c) User declares, guarantees and agrees that he/she will not insert any User content that:

(i) violates or in any other way damages the rights of others, including copyright, trademark, patent, trade secret, moral right or other right based on the intellectual property rights or proprietary rights of any person or subject;

(ii) presents himself/herself as a different person, is unlawful, threatening, defamatory, injurious, libelous, impacts private and public rights, is vulgar, obscene, disparaging, pornographic or otherwise inappropriate;

(iii) supports action that would constitute a crime, misdemeanor or other administrative delinquency, that would require compensation for damages, or that would otherwise violate generally binding regulations;

(iv) serves as an advertisement for products or services or a solicitation for financial contributions;

(v) contains personal information, such as notifications giving telephone numbers, account numbers, addresses or employer recommendations;

(vi) contains formulas, instructions or advice that may cause harm or damage; or

(vii) is a chain letter of any sort.

User actions that in our exclusive estimation restrict or block another user from using our Services are not allowed.

(d) By inserting User content, the user at the same time automatically declares and guarantees that the owner has granted SKUNKAGA s.r.o. Company the global, free of charge, permanent, irrevocable, non-exclusive, licensed and transferable right and license to use, duplicate, distribute, create derivative productions, (including translations), to present publicly, to perform publicly, to convey and publish User content (in part or in whole),

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whichever SKUNKAGA s.r.o. considers appropriate according to its exclusive consideration, (1) in connection with its course of business, and (2) in connection with the course of business of its legal successors, parent companies, subsidiary firms and companies associated with them. SKUNKAGA s.r.o. is authorized to enforce this warranty in a format, media or technology that is currently known or will be developed later, for the entire copyright that is contained in such User content. User further grants other users permission to access his/her User content and to use, duplicate, publicize, create derivative productions, present and perform in public, transmit and publish his/her User content for personal, non-commercial use, made possible by the functioning of Services and by these Conditions of Use. Other than those specified above, User relinquishes all rights that he/she has or will have in any jurisdiction to so-called “moral rights” or “celebrity” rights with respect to User content.

(e) By inserting User content, User grants SKUNKAGA s.r.o. Company the right, but not the obligation, to use all of his/her data, including name and geographic location, in connection with broadcasting, print, on-line use or other use or publication of his/her User content.

(f) SKUNKAGA s.r.o. Company reserves the right to display an advertisement in connection with the User content of the User, and to use this User content for advertising purposes. User agrees that his/her User content may be included in web pages and advertising networks of SKUNKAGA s.r.o.'s distribution partners and service providers as third parties (including their subsequent users).

(g) SKUNKAGA s.r.o. Company has the right, but is not obligated, to monitor User content. SKUNKAGA s.r.o. Company has the right to edit, decline to publish, remove or block access to any User content according to its discretion and for any reason.

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SKUNKAGA s.r.o.'s option to publicly share User content does not apply to private conversational space.

### **3.22 Termination of Participation, Deletion of Contribution**

SKUNKAGA s.r.o. Company reserves the right, according to its exclusive consideration and at any time, to terminate or stop the membership of a user, and/or to block his/her access to services for any reason of not adhering to the form and content of these User conditions of use. User agrees that SKUNKAGA s.r.o. Company bears no responsibility toward User or to any third party for any termination or blocking of User membership, or for blocking User's access to services.

At the same time, SKUNKAGA s.r.o. Company has the exclusive right to delete, based exclusively on its consideration, any contribution or other form of expression, if it violates good morals or a generally binding regulation, or the rules of decent behavior and ethics.

Should one identical user create more than one account through pages of SKUNKAGA s.r.o., SKUNKAGA s.r.o. Company can and will delete every additional account created by that identical user and will consider such account fake. Such user will be considered to willingly break code of moral conduct by trying to hide or alter his / her identity, in such case SKUNKAGA s.r.o. Company is allowed without further notice to notify other users of all created accounts by one identical user, by listing them within that users profile.

## **4. SKUNKAGA s.r.o. payments policy**

The following Payment Policy ("Policy") applies to all users and details how your payments are made and received by SKUNKAGA s.r.o. Media, S.a r.l ("SKUNKAGA s.r.o." or "we" or "us" or "our" or other similar pronouns) in connection with our website located at SKUNKAGA

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s.r.o..com (the “Site”), the SKUNKAGA s.r.o. Software (the “SKUNKAGA s.r.o. App”), and other products and services provided on the Site (all of the foregoing, collectively, the “Services”).

By using the Services, you are accepting the terms, conditions and policies described in this Policy, as may be amended from time to time. Each time you use the Services and/or pay for a Service on the Site, you agree and expressly consent to the following:

#### **4.1 Generally**

If you are under the age of eighteen (18) you need your parent or guardian to be involved in order to make any payments on SKG - messenger.

By making payments through the Site or the SKG - messenger App, you agree that we may communicate with you via SKG - messenger and/or email and/or any other available means in connection with any purchase you make on the Site or the SKG - messenger App.

For certain purchases, we may present you with additional terms before you complete the purchase (“Additional Terms”). The Additional Terms and the terms contained in this Policy will apply to your purchase. In the event there is a conflict between the provisions of this Policy and the Additional Terms, the Additional Terms will control.

#### **4.2 Payments**

*Charges and costs:* The charges for applicable Services will be confirmed with you before you complete a purchase from SKUNKAGA s.r.o. and may include taxes, fees or other costs. SKUNKAGA s.r.o. may change the prices of such products at any time without any notice to you. You can choose whether or not to accept the new charges prior to completing your next purchase of the applicable product. The new prices will apply to your next purchase after the new prices have been published.

*No Reliance on Future Availability.* You agree that you are not relying on the future availability of any feature or product offered through the Service in agreeing to or making payments hereunder.

*Foreign Currency.* If you pay with foreign currency, you agree that the amount you are eventually credited may vary, as a result of foreign currency conversion policies of our third party payment processors, which you can find at the relevant website or location where you make the actual purchase.

*No Cost Service Offerings:* From time to time, SKUNKAGA s.r.o. may offer certain products or features available at no charge for a trial period, at SKUNKAGA s.r.o.’s sole discretion, including as to duration and scope of no charge offers. However, SKUNKAGA s.r.o. reserves the right to charge you for such products (at the normal rate) in the event that SKUNKAGA s.r.o.



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determines (in its reasonable discretion) that you are abusing the terms of the offer, including if you are using any service, proxy or other device or anonymous IP address that prevents us from locating you.

*Taxes:* SKUNKAGA s.r.o. may collect VAT or other indirect taxes at the applicable rate for the particular country (as per applicable tax rules) at the time of purchase of SKG - messenger and SKG - messenger features.

*Transaction Cancellation:* We may refuse or cancel a transaction at any time in our sole discretion, if we believe it violates our Terms of Use or this Payments Policy or to prevent financial loss. In cases of fraud or illegal acts, we may cancel your SKG - messenger account.

*Third Party Payment Processors:* We use the services of third parties to process your payments and we require that these third parties take the appropriate organizational and technical measures to protect your personal data and traffic data and to comply with relevant laws. Please review the terms of use and privacy policies of those third parties before providing your banking or payment information. See below for further information regarding [Payment Through Third Party Services](#).

*Data Usage & Charges:* Using the Services on mobile applications will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

### **4.3 Automatic recurring charges**

If you purchase a service from us on a subscription basis, you agree that this type of Service requires a recurring payment and all payments shall be made by the payment method and payment intervals selected by you at the time you initiate the purchase, until you terminate the subscription.

You can disable the recurring charge feature at any time by sending an email to support@skunkaga.com. Any charges mentioned in specific currencies are solely considered as examples, and do not take currency fluctuations or discrepancies into account.

In the event of any errors relating to the pricing or specifications, SKUNKAGA s.r.o. shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional Terms may apply.

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#### **4.4 Payment through third party services**

When you make a purchase within the SKG - messenger App or the Site through third parties (such as, without limitation, the App Store or Google Play, etc.), your purchase is also subject to the terms of such third party (including with respect to payment terms, refunds, etc.), and you should read such applicable terms before you decide to complete the purchase. You agree to abide by any relevant terms of service or other legal agreement that governs your use of a given payment processing service and/or method. You also agree to the sharing of information between us and such third party payment processor, for billing related activity.

#### **5. Refund policy**

Except as provided by law, all purchases are final and non-refundable. If you believe that SKUNKAGA s.r.o. has charged you in error, you must contact SKUNKAGA s.r.o. within 90 days of such charge. No refunds will be given for any charges more than 90 days old. When you purchase any digital content from SKUNKAGA s.r.o., any right you may have to withdraw from or cancel the purchase will terminate once the digital content has been delivered to you upon your request, and you will not be entitled to claim any refund, except where you believe SKUNKAGA s.r.o. has charged you in error. If you use third party services to purchase any of our Services, such purchase is subject to the refund terms of the applicable third party (including with respect to payment terms, refunds, etc.).

SKUNKAGA s.r.o. reserves the right to refuse a refund request if it reasonably believes or suspects (1) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature, or by trying to receive a refund for a non-refundable credit (such as a reward); (2) that you are in breach of the terms of Policy, the Terms of Use or the Privacy Policy; (3) that you are using any of our products fraudulently or that your User Account is being used by a third party fraudulently.

This refund policy does not affect any of your statutory rights to pursue a claim.

