

## **„Terms of Use of the Provoco Streaming Platform“** (version 2.0, valid from 16.08.2018; iOS version only)

You have downloaded mobile “*application*” Provoco as the gateway to the Provoco streaming “*platform*”. We hope you will enjoy our application, but before you start using it, we want to tell you about the “*terms*”, under which you can use it – it is your duty to get acquainted with them and follow them. You express your consent with these terms by each and every login into the application and each and every use of its functionality. Since we cannot predict all the situations that the application will bring, we reserve the right to change these terms at any time, without prior notice, and even repeatedly. The only possibility how to disagree with the terms is to uninstall the application from your mobile device and, at the same time, to separately revoke your consent to process your personal data as described below.

The application and the whole platform primarily serves for creating, organizing, promoting, making and transmission of real-time live shows (“*livestreams*” or “*streams*”) by streamers (in the application called “*Provocers*”), watching these livestreams by “*viewers*” and giving “*challenges*” within the streams to Provocers by “*challengers*” (in the application as the “*Producers*” and if they created the challenge – the “*Challengers*”) or for bidding on challenges created by other challengers. If the text or context hereof does not provide for otherwise, the term viewers will also include the challengers and the term challenger also includes a viewer who made a bid on a challenge created by another challenger, and a viewer who created a comment to any challenge.

You can use the application (i.e., you can act within the application) as a streamer (Provocer), viewer, or Challenger (Producer). You can change your roles in between streams or even within a single stream (for example, a Provocer may watch other livestreams of other Provocers as a viewer, etc.), in which case these terms will apply to you for every role you play in the application. We may herein refer to Provocer, viewer, Challenger and Producer collectively as to “*users*”. We will herein refer to ourselves as “*Provoco*”, “*we*” or “*platform provider*”.

The activities of users within the platform will result in the creation of, and the disposal with, digital content, which will be delivered to all users free of charge.

The terms stated herein in “*quotation marks and italics*” will be used in the same / similar meaning in several places of these terms. The references given in the individual paragraphs of these terms are references to other places of these terms.

### ***Streamer (Provocer)***

1.1. If you want to create (and then organize, promote, make and broadcast) even a single livestream in the application, you must register as a Provocer. Provocer registration is an extension of your viewer registration (see section 2.2.). As a Provocer, you can register during your viewer registration or anytime later within your user account, but at the latest before creating your first livestream (i.e., if you are not a registered Provocer, you will not create a stream). The mandatory part of your Provocer registration is (i) your valid email and (ii) your valid bank account. You can only become a Provocer as an individual. You warrant to us that all of the data you submit under your Provocer registration will be relevant to yourself and will be up to date. If you want to stop being a Provocer, you just stop doing livestreams; your Provocer registration within the user account cannot be cancelled separately. We may ask you for further details of your identity, as well as for a proof of your identity with one or more personal documents, even

as a precondition for the payment of the “*proceeds of the livestream*” (see section 4.4.).

- 1.2. We can set preconditions you have to meet (= which must be fulfilled) before you can register as a Provocer in the application (for example, connecting through your (verified) social media account, the number of your followers in one or more of your social media, where you have a (verified) account, etc.).
- 1.3. By becoming a Provocer (= by registering in the application as a Provocer), you are giving us your permission to invite on your behalf your fans (followers) in all social media, on which you have an account, to download our application and follow you in the application (to become your followers even in our application). You also give us your permission to promote your live streams to users who are not currently following you (= are not your followers).
- 1.4. You will independently create, organize, promote, make and broadcast livestreams in the application; we will technically secure their transmission to viewers, either in a mobile application or in a desktop version. You may use another person or persons (“*assistants*”) to make a livestream, but you are responsible for them complying with these terms, as if you were making the livestream yourself. It will also be your responsibility to settle any financial compensation with them.
- 1.5. You can use any one “*recording device*” that can capture and transmit video at a resolution of at least 512 x 512 px, including audio content (such as a mobile phone or tablet). Keep in mind that the quality of your livestream will be affected by its “*conditions*,” in particular the parameters of the camera and microphone of your recording device, the quality of your internet connection and the external conditions when making the livestream (light, noise, etc.). You start and finish every livestream in the application yourself; by starting the livestream, you express your prior consent to the delivery of the digital content of the livestream to yourself and all your viewers pursuant to the provisions of Section 1837 (l) in relation to the provisions of Section 1829 of the “*Czech Civil Code*” No. 89/2012 Coll., as amended.
- 1.6. For every livestream you may in the application especially:
  - a) create the livestream and promote it by sharing it in your social media;
  - b) create one or more of your own challenges to your own livestream, thus giving your viewers a signal, of what challenges you are prepared to fulfil;
  - c) start (initiate) a created livestream and end it; by starting the livestream you will also start its transmission to viewers, who are connected to it;
  - d) voice comment on your livestream – for example, respond to commentaries of viewers; guide them to what kind of challenges (types of challenges) they should be giving you during the livestream; for how many Provocoins you are willing to start fulfilling a challenge; do not forget that the voice commentary is also the content of your livestream (see section 3.6.);
  - e) accept a challenge - the accepted challenge will be marked as such in the list of challenges; you can also accept multiple challenges at once; yet, you do not have to accept any challenge within the livestream - it's totally up to you; you accept the challenge at your own risk - you will not accept any challenge (= you are required to NOT accept such challenge) that in any way violates these terms (see ***Liability for the content*** below);
  - f) reject a challenge - the rejected challenge will be removed from the list of challenges and its author will be notified of this by a notification; by rejecting a challenge, you give the challengers a signal of what challenges (types of challenges) you do not want to receive;
  - g) set a Provocoin limit for any challenge that you have not accepted yet – a challenge with a limit will be marked as such in the list of challenges; you cannot change the limit once it has been set; once the limit has been reached, the challenge becomes automatically accepted (see sections 1.6.e) and 1.7.); you may also accept a challenge, the limit of which has not yet been reached;

- h) promote any challenge by sharing it in your social media; however, you will not promote a challenge that in any way violates these terms (see ***Liability for the content*** below);
  - i) begin the fulfilment of an accepted challenge; at any given moment you can only be fulfilling one challenge; you fulfil the challenge at your own risk - you will not fulfil a challenge (= you are required to NOT initiate or continue to fulfil such challenge) that in any way violate these terms, and the challenge that you fulfil you will fulfil in a manner that does not violate these terms (see ***Liability for the content*** below);
  - j) finish the fulfilment of an accepted challenge or to mark a challenge as fulfilled if you feel that you have fulfilled the challenge sufficiently according to the assignment of its author; you can also mark a challenge that you were fulfilling as unfulfilled.
- 1.7. You will (= must) begin to fulfil the accepted challenge during the livestream, in which it was accepted, and you will try to do it as best as possible within the very livestream, according to its author's assignment but in a manner that does not violate these terms (see ***Liability for the content*** below). Remember that the challengers can subsequently "*veto*" your fulfilment of the challenge (= collectively mark the challenge as unfulfilled / rejected - see section 4.2.) if they will not be satisfied with how you fulfilled the challenge, thereby effectively annulling all their bids on the challenge, in which case the resulting proceeds of the livestream for you will be = 0.
- 1.8. We will consider you, our registered Provocer, as the author of the content of every one of your livestreams. If any other person or persons could be considered co-authors of the content, it is up to you to obtain from them the consent for the disposal with the content of the live stream pursuant to this section 1.8. and to compensate them if necessary; unless informed to the contrary, we will assume that you will have obtained such consent. By making a livestream in the application, you, and all your potential co-authors, give us your instruction and free (free-of-charge) consent (license) to:
- a) transmit livestream to other users connected to it by all available means, especially in the application or in its possible desktop version, incl. through third parties;
  - b) adapt (even repeatedly) the quality of the making / transmission of the livestream to the conditions under which the livestream is made, transmitted and viewed;
  - c) interrupt the transmission of a livestream or to terminate it in the event of insufficient quality of the livestream, unsatisfactory conditions or the breach of these terms by you or any other participants of the livestream (see ***Liability for the content*** below);
  - d) disconnect one or more users from the livestream in case of insufficient quality / capacity of their internet connection, otherwise unsatisfactory conditions or because this user has breached these terms (see ***Liability for the content*** below);
  - e) "*cancel*" the content of the livestream if it does not comply with these terms (see ***Liability for the content*** below), e.g. to overlay or blur the image, mute or bleep out the sound, etc.;
  - f) "*enrich*" livestream with additional content (visuals, sound effects, voice-over, subtitles, etc.);
  - g) create a video or audio "*recording*" of the (censored, enriched) livestream;
  - h) to censor the recording of the livestream (see section 1.8. e) above);
  - i) enrich the (censored) recording with additional content (see 1.8. f) above);

- j) further “*modify*” the (censored, enriched) recording, for example, shorten it (including cuts), combine it with the recordings of your other livestreams or livestreams of other streamers, or other image, video or audio content;
- k) transmit / play the (censored, enriched, modified) recording to users wishing to follow it, by all available means, incl. in the application or its desktop versions and incl. through third parties;
- l) make the (censored, enriched, modified) recording available to any persons (including those that are not the users of our application) through any media, incl. our own YouTube channel, Facebook, Instagram etc.; or
- m) prevent the access to a recording, which was previously made available, to selected or all persons or to completely remove / erase it.

this all for the purpose of our full and unrestricted use (including for the promotion of the application) of the censored, enriched and/or modified content of the livestream and its eventual recording, in whole or in part, by all means of use, throughout the duration of the respective property rights (and within that time on a one-off basis, repeatedly or permanently), unlimited in quantity of use and throughout the whole world (including land, water and air) and space; however, we are not obliged to use this license.

- 1.9. Remember that in order to capture someone’s characteristics, by which they can be conclusively identified, you need their consent (it is, thus, best to capture people in your livestream so that they cannot be recognized). You also need their consent to further disseminate their captured identifiable form, such as by the means of a livestream. It is your responsibility as a streamer to obtain these consents; unless informed to the contrary, we will assume that you have obtained such consents.

**Viewer (Challenger, Producer)**

- 2.1. You can watch all livestreams without registering (= opening a user account). Watching livestreams is free of charge.
- 2.2. If you want to become a Challenger, that is (i) to create challenges to streamers, or (ii) to bid on other Challengers’ challenges, you must register as a user in the application (= open a user account). You warrant to us that all of your data you submit as part of your user registration will be your own and will be up to date. You can cancel your user registration (= user account in the application) with us any time. By the cancelation of your user registration you will automatically cancel your streamer registration, if you have it (see section 1.1.).
- 2.3. You must have a user registration even if you want to comment on the streams. For commenting on streams, you do not need to pay anything – your comments will be free of charge.
- 2.4. If you want to watch a livestream, you have to join it / connect to it in the application; by connecting to the livestream, you express your prior consent to the delivery of the digital content of the livestream to yourself pursuant to the provisions of Section 1837 (l) in relation to the provisions of Section 1829 of the Czech Civil Code. You can only be connected to one live stream at any given time. You can stop watching livestream at any moment.
- 2.5. By registering with us as the user, you give us your permission to send you notifications in the application (for example, newly created or initiated livestreams of streamers you are following or who might interest you, etc.).
- 2.6. Within each livestream to which you are connected, you can:
  - a) promote the livestream by sharing it on your social media;
  - b) create one or more comments on the stream - your comments can be viewed by the stream's streamer and all users watching the stream; creating comments on any stream is free of charge;
  - c) give (or create for) a streamer one or more of your own challenges to fulfil – if you create a challenge, you must also bid Provocoins on it, i.e., enter the sum of

Provocoins (see section 4.1.) you will pay (after the livestream settlement – see section 4.3.) to the streamer (“content tipping”), if she chooses to fulfil your challenge, fulfils it (= marks the challenge as completed), and the fulfilment of the challenge is not subsequently vetoed by the users (see section 4.2.); we can set the minimum and/or maximum value of the bid you must enter to create the challenge; beware that you cannot cancel a challenge once created, so make sure you understand what challenge you give to which streamer; the challenge that you create must comply with these terms (see ***Liability for the content*** below);

- d) to join / “bid” for challenges created by other authors / challengers to the streamer - the bid requires entering the sum of Provocoins (see section 4.1.) you will pay (after the livestream settlement – see section 4.3) to the streamer (“content tipping”), if she chooses to fulfil the challenge you chose to pay for, fulfils it (= marks the challenge as completed), and the fulfilment of the challenge is not subsequently vetoed by the users (see section 4.2.); we can set the minimum and/or maximum bid; beware that you cannot cancel a bid once created, so make sure you understand how high a bid and to what challenge you make;
  - e) “veto a challenge”, i.e., to mark the challenge, which the streamer has marked as fulfilled, within a period of time specified for that, as unfulfilled from your point of view (see section 4.2.) or, conversely, confirm the challenge as fulfilled.
- 2.7. You give us your consent as an author to use your challenges and comments and their content for free (free of charge) to the extent set out in section 1.8.
- 2.8. If you believe that the rules set for the users of the application and the platform for content, promotion, or making of any livestream described in these terms have been violated, then please let us know about it by reporting the inappropriate content through (i) the functionality of the application or (ii) by email (see section 7.1.). Your alert is anonymous, so nobody will know about it except us. We will act upon your report without undue delay, but no later than 24 hours.

### ***Liability for the content - overall***

- 3.1. The quality and appropriateness of the content of all livestreams and challenges is our **UTMOST PRIORITY!** We want Provoco to be a source of safe and smart entertainment for all its users.
- 3.2. The content may be deemed inappropriate if only one of its viewers feels disturbed by it. What's more, content may be inappropriate even when it does not disturb any of its viewers but could disturb any other person (even if that person is currently not a user of the application).
- 3.3. We will not tolerate any inappropriate content! If you create / participate in the creation of inappropriate content, you risk, among other things, (lifetime) exclusion from the application or even notification or disclosure of the content of your livestream (livestreams), including your identity to law enforcement authorities (i.e., police) – see further below.
- 3.4. We have the right to independently and even repeatedly assess the (in)appropriateness of the content of any livestream and any challenge and we can do it purely subjectively (= according to us and us only). While assessing the (in)appropriateness of the content, we can also take advantage of all available technologies (incl. automatic image and voice detection) or receive feedback from other users of our application (incl. according to section 2.8.) or even any other persons.
- 3.5. We may consider as „inappropriate“ especially the content, which – in our opinion – violates any applicable laws or rules of good manners in any country affected by the livestream, disturbs or has potential to disturb any other users of the application or any other person (even if she is not a user of the application); in the

case of the challenges, we may find as inappropriate those containing inappropriate content themselves or inviting / prompting to the creation / production of inappropriate content. We may, therefore, consider as inappropriate the content of a livestream / challenge if it contains, for example (= we can also consider as inappropriate content that is not directly listed here):

- a) endangering or damaging the health or even the life of yours or of others;
- b) your self-harming or physical or psychological violence on others;
- c) threats, extortion, violence, bullying, mobbing and other forms of abuse or restriction of the freedom of others, incl. any unauthorized interference with the right to a house, apartment or non-residential area;
- d) displaying naked intimate bodily parts, sexual or sexually challenging behaviour or even breaching the dignity of others in the sexual area, incl. any sexual coercion or seduction for sexual intercourse;
- e) slander or defamation of others or the incitement of hatred to others for their physical or mental disability, beliefs / opinions, religion, political affiliation, language, nationality, race or ethnicity;
- f) torturing or killing of animals or the destruction of plants;
- g) jeopardizing or damaging the environment;
- h) theft, damage, destruction or unauthorized use of belongings of others;
- i) manufacture, consumption or other handling of addictive substances (including drugs, medications, alcohol, tobacco and cigarettes, including electronic ones);
- j) handling of weapons or their use;
- k) violation of the rights of others (including copyrights and similar rights of third parties to works that you improperly include in your livestream content - such as sports broadcasts, movies and series, theatrical performances, etc.);
- l) unauthorized handling of personal data of others;
- m) vulgar behaviour or other conduct contrary to good manners, incl. threatening the proper upbringing of minors;
- n) unauthorized interference with the personality rights of identifiable persons performing or captured in the livestream; or
- o) aiding or abetting others with anything of the above.

As a "country affected by the livestream" we will in particular consider any country (= state), where (i) the streamer creating the livestream (and / or her IP address) is physically located, or where (ii) any viewer viewing the livestream (and / or her IP address) physically located, or (iii) a country, where the technology (hardware) of the platform provider used for the transmission of the livestream is physically located.

### ***Liability for the content of live streams - streamer***

- 3.6. You (= the streamer) are solely responsible for the content of your livestream, both to us and to anyone who may be affected by it. The content of your livestream is both the visual and audio transmission (and any subsequent recording of it) that you or your assistants made (captured) by the recording device; however, users themselves will be responsible for the content of their comments or their challenges – these are not a part of your live stream's content (see sections 3.10. to 3.12.), as it is not also the enriched content of the livestream or its recording, to the extent of such enrichment (see section 1.8. f) or 1.8. i)).
- 3.7. Although you yourself are responsible for the content of your livestream in accordance with the previous section 3.6., you will (= must) observe all the "rules" in creating the content, set out in these terms, and in particular ensure that such content is absolutely appropriate.

- 3.8. You will (= must) abide by all the rules pursuant to the previous section 3.7. also while promoting or making the livestream and you will make sure that all your assistants also abide by them.
- 3.9. If we find, whether ourselves or through a report by a viewer pursuant to section 2.8., that your livestream violates any of the rules set out in these terms, we may, at our sole discretion, adopt anytime one or more of the following measures or any other measures we will consider appropriate:
  - a) block the transmission of inappropriate content to users or censor it = alter such content, so that it may cease to be perceived as inappropriate;
  - b) suspend the livestream, terminate it completely (= switch off, cancel) or prevent access to it to selected or all viewers;
  - c) delete the recording of the livestream or censor it = change its image or audio content, so that it does not violate these rules (e.g., overlay, blur or cut out the image, mute or bleep out the sound, etc.) or prevent access to it to selected or all viewers;
  - d) suspend or cancel your streamer registration within your user account;
  - e) restrict or cancel your user account in the application and prevent you from opening a new user account, including under different login details;
  - f) report or make available to law enforcement agencies the content of your livestream(s), including your identity, and provide them with all available information, including your identity.

#### ***Liability for the content of challenges and comments - challenger***

- 3.10. You (= the challenger) are solely responsible for the content of your challenges and comments (together as "challenges"), both to us and to any person who may be affected by it.
- 3.11. Although you yourself are responsible for the content of your challenges in accordance with the previous section 3.10., you will (= must) observe the rules in creating the content set out in these terms, and in particular ensure that it is absolutely appropriate. We may consider as inappropriate the challenges, which contain, or lead to the creation of, the content listed for example in section 3.5. above. For measures in the event of inappropriate content of a challenge, the content of section 3.9. will apply accordingly; besides these measures, we can also:
  - a) delete any inappropriate challenge during the stream or from its recording or censor its content = alter it so that it may cease to be perceived as inappropriate;
  - b) restrict or cancel your user account in the application and prevent you from opening a new user account, including under different login details;
  - c) report or make available to law enforcement agencies the content of your challenges, including your identity, and provide them with all available information, including your identity.
- 3.12. Also, keep in mind that you may violate the law by giving the streamer a challenge, by the fulfilment of which the streamer herself will violate the law; you could be found (co)liable for any potential harm the streamer would inflict on others (or herself) by fulfilling your inappropriate challenge. So, think well what challenges you give to the streamers.

#### ***Livestream – process, income and expenses and their accounting / settlement***

- 4.1. Bids for challenges and payments to the streamers in the application can only be made with "Provocoins". You can buy Provocoins in the application through the "in-app purchase" functionality of the App Store; the balance of your Provocoins will be logged visibly in your user account. You must have your payment card registered with the App Store to be able to buy Provocoins. At the moment you (i) create a challenge, or (ii) make a bid on another challenger's challenge, we will subtract

the relevant number of Provocoins from your user account (so reducing the balance of your Provocoins) - to which you give us your explicit consent – and “assign” them to the relevant challenge until the moment of the “*livestream settlement*” (see section 4.3.).

- 4.2. For a certain (short) “*vetting period*” of time after a streamer marked a challenge as fulfilled (see section 1.6.j)) – this vetting period will be determined by us but will not be shorter than 10 seconds - all users who are (during the vetting period) connected to the livestream may “*veto*” this challenge in the application, that is, mark it as **not** fulfilled. If the number of users that vetoed the challenge exceeds 50% of users who are (during the vetting period) connected to the livestream, the challenge will be deemed vetoed (= rejected), otherwise its fulfilment will be deemed confirmed. In order to determine whether the fulfilment of the challenge has been confirmed or vetoed we will disregard (i) the value of the individual Provocoin bids, (ii) whether the user followed (did not follow) the fulfilment of the very challenge, or (iii) whether the user was connected to the stream during the full time of the fulfilment of such challenge!
- 4.3. After the end of a livestream (see 1.6.c)), we will settle the livestream, i.e. we will:
  - a) “*withhold*” all Provocoins, assigned to all challenges within the livestream, the fulfilment of which has been confirmed by the procedure pursuant to the previous section 4.2. and pay them out as proceeds of the livestream to the streamer of the livestream; and
  - b) return to the challengers (their user accounts) all Provocoins that were bid by them on challenges that (with respect to which):
    - i) were rejected by the streamer during the livestream (= cancelled);
    - ii) were not accepted by the streamer during the livestream;
    - iii) the streamer set a limit (see section 1.6.g)) and this limit has not been reached during the livestream;
    - iv) were accepted by the streamer for fulfilment, but subsequently the streamer did not mark them as fulfilled during the livestream or marked them outright as not fulfilled;
    - v) were vetoed by the viewers (= vetoed as not fulfilled, see section 4.2.).All affected users give us their implicit consent to this settlement by creating the livestream (in the case of streamers) or by placing a bid (in the case of challengers).
- 4.4. The proceeds of the livestream for its streamer will be calculated as (=)  $\{( \text{the number of Provocoins withheld pursuant to 4.3.a) } / 100 ) * \$1$ ; that is, in words, \$1 for every 100 of withheld Provocoins}. We will transfer the proceeds of the livestream to the streamer by a bank transfer; any bank charges for the transfer will be debited to the streamer. For administrative and operational reasons, we reserve the right to transfer the proceeds of the livestream to the streamer in our sole discretion (i) when the sum of proceeds from her different livestreams reaches in total the equivalent of \$ 100, (ii) once a week, or (iii) at the end of the calendar month. We will send the livestream accounting (= the calculation of the proceeds) to the streamer by e-mail along with the transfer the payment; one accounting and settlement may cover multiple livestreams.
- 4.5. From the proceeds, the streamers shall cover all their costs related to creating, organizing, promoting, making of their livestreams.

### ***Some administrative questions***

- 5.1. Neither the livestream, nor its content are a “contractual fulfilment” on the part of the streamer or the platform, so neither the content, nor the course of the livestream can be subject to a claim; the content of the livestream or of its recording to the extent of section 1.8. is a digital content that has not been delivered on a physical medium and has been delivered with the prior consent of the streamer (see section 1.5.) and the viewer (see section 2.4.) – the users, thus, cannot

withdraw from the delivery of the content pursuant to the provisions of Section 1837 (l) of the Czech Civil Code. Streamers can access and use the platform free of charge, in exchange for their providing a free license to us under section 1.8. Viewers that will not become challengers may access and use the platform for free. The digital content is delivered to all users free of charge.

- 5.2. Creating a challenge or making a bid is not an “order” and, as a result, created challenge and/or bid made will not be further confirmed.
- 5.3. As a user you do not have the right for a refund of a once withdrawn / deducted payment for Provocoins. As a challenger, you do not have the right for a refund of Provocoins bid on a challenge, unless the challenge was not confirmed in vetting at the moment of the livestream settlement, in which case such Provocoins will be returned to you (your user account) pursuant to section 4.3.b).
- 5.4. Our reward for the possibility of active use of the platform by the challengers is the difference between the price of Provocoins purchased by the users and their value as of the proceeds of the livestreams (see section **Error! Reference source not found.**); we can claim our reward in the moment of the purchase of the relevant Provocoins or any time thereafter. We are responsible for calculating and paying any possible taxes relating to our reward and our reward only.
- 5.5. We do not calculate or pay / deduct taxes other than from our reward. The streamers are responsible for the calculation and deduction of potential taxes from the proceeds of all their livestreams. Find out if your proceeds are not subject to any tax.

### ***Personal information, privacy***

- 6.1. As a user, you can perform in the application under a unique “*alias*” of your choice. If you are also registered as a streamer, you only have one alias in the application. Your profile picture (which can also be your photo) is also part of the alias. We use the alias and the profile picture in the application (for example, to create a livestream, challenges, comments to the stream, payments etc.) You agree with the use of the alias and the profile picture.
- 6.2. If the data you enter into the application as part of your registration as a user (see section 2.2.) or as a streamer (see section 1.1.) - including your alias - or the content of your livestream you are making as a streamer or the content of your challenges or comments you create as a challenger - can be considered as your personal data in its entirety, then by its inclusion in the application / capturing you give us your consent to its processing for an indefinite period of time until the eventual withdrawal of your consent as described below in section 6.7., to the extent necessary for the fulfilment of the purpose of the application and the platform described in these terms, and especially in their sections 1.6., 1.8., 2.6., 6.3., 6.4., 6.5. and 6.6. For this purpose, and to the same extent, we can also process your geolocation data and the IP address(es) for the device(s) you use to capture or follow the streams. For the purposes of these terms, and to the extent permitted by these terms, processing of your personal data will mean: collecting, storing on media, accessing, modifying or altering, retrieving, using, transmitting, disseminating, publishing, storing, exchanging, sorting or combining and liquidation of your personal data.
- 6.3. Your possible personal data you provided at registration or when verifying your identity before payment, including contact information, will not be published or communicated to anyone (with the possible exception of (i) sections 3.9.f) and 3.11.c) and (ii) your alias, which we can show within the application and as part of the content of the livestream or its recording to the extent of section 1.8.).
- 6.4. We may publish the rankings of streams, challenges, challengers, and streamers at any time, the main criterion for the ranking being the value of payments, which value can be also published as part of the rankings; rankings will be published using

aliases, too. If a challenger does not want to be part of the challenger rankings or if a streamer does not want to be part of the streamer rankings or if she does not want to publish the value of made / received payments, she will make the appropriate change to her user account, in which case she will not be included in the rankings at all (and will be deleted from the rankings already published, respectively). Inclusion in the rankings of challengers or streamers, respectively, without the inclusion of the value of the payments is not possible.

- 6.5. If these terms refer to the publication of certain information, it means its publication within the application, on our website, on our YouTube channel, or in any other media. The purpose of this publication is in particular to promote the application, streamers and challengers.
- 6.6. By entering your email address into the application, you give us your consent to use it for direct marketing purposes - from time to time we may send you news about our application or commercial offers from us or third parties; this consent is given under the Czech Act No. 480/2004 Coll., on Certain Information Society Services, as amended. However, we will not provide your email address or access to it to any third party. You may object to this use of your email address - you can do this via email sent to the platform provider (see **We** below) or, possibly, through a functionality of the software we will use to perform the direct marketing.
- 6.7. You may at any time revoke your consent to the processing of your personal data by a written notice delivered to our registered office or by email sent to our email address (see **We** below); the text of the written notice or email must contain (a) the statement "I hereby revoke my consent to the processing of my personal data in the Provoco application" or a statement of a substantially similar meaning and (b) your user data in the application including (i) your user name ("alias") in the application and (ii) your password for the access to the application (to verify that it is really you who is revoking the consent); a notice that will not contain the above mentioned elements need not be considered by us as a revocation of consent to the processing of your personal data; partial revocation of consent is not possible - any revocation of consent will have the effects listed below. In the event of revocation of your consent, within one (1) week we will, at our sole discretion, either (a) cancel your user account (see section 2.2.) and with it all the data you have entered through it in the application, or (b) so called anonymise your personal data, i.e. we will ensure that they do not relate to you as an identifiable person. In the event of both the cancellation of your user account and the anonymization of your personal data, we will cancel your user account access data, so that you will be able to reuse your previous user account access data to create your new user account in the application (your old user account will not be accessible any more).
- 6.8. If you do not wish us to further process your personal data after you have deleted / uninstalled the application from your mobile device, you must revoke your consent to their processing in the manner described in the previous section 6.7. The deletion / uninstalling of the application is not on its own a revocation of the consent - there is no way for us to learn that you have deleted / uninstalled our application, unless you let us know about it.

## **We**

- 7.1. The Provoco platform consists of the application and the streaming infrastructure (hardware and software). The developer, owner and the provider of the platform is Provoco, s.r.o., Company ID: 05800391, Company Tax ID: CZ05800391, registered address at Kaprova 42/14, 110 00 Praha 1, Czech Republic. Should you wish to contact us, please write an e-mail to: [whatever@provoco.live](mailto:whatever@provoco.live), we will attend to your customer request no later than 2 working days.
- 7.2. We provide warranty neither for the digital content, nor for the functionality of the platform. We will strive to technically secure all livestreams, so that all users, who

are interested in it, could joint them. Sometimes, however, we may fail to do so. In such a case, all our responsibility (and your only remedy) lies in our obligation to exert reasonable efforts to create (renew) such conditions as to comply with the first sentence of this section.

#### ***Use and protection of the application and its content***

- 8.1. The application is an author's work pursuant to the Czech "*Copyright Act*" No. 121/2000 Coll., as amended. The application together with the audio-visual (streams, voice commentaries) and text (challenges, comments) content is a database pursuant to Section 88 of the Copyright Act; we are the maker of this database.
- 8.2. Under the terms and conditions set forth in these terms, we provide the users with a time limited (= for the time you have the application installed), scope limited (= within the scope of the functionality of the application), geographically unlimited, personal, non-transferable and non-exclusive license to use the application and its functionality.
- 8.3. Previous licenses also apply to any application updates provided by us that replace or complement the original version of the application unless such update is associated with a separate license, which would, in such case, have precedence over the previous license.
- 8.4. Without our prior explicit consent, you will not reverse-engineer, rent, lend, duplicate or distribute the application, pass to others any rights acquired for the use of the application or sublicense it to others. You will also not copy or otherwise extract any audio-visual (streams, voice commentaries) and text (challenges, comments) content, make its recording, and provide, distribute or make this content or its recording accessible to others, or publish it in a manner other than expressly permitted by these terms (e.g. on your social networks).
- 8.5. However, if you are a streamer, you may, at your discretion, provide, distribute, make accessible, or publish (the censored, enriched, modified) recording of a livestream, of which you the author; you will receive this recording from us.

#### ***In conclusion***

- 9.1. Legal relations established by these terms will be governed by the laws of the Czech Republic, and in particular by the provisions of the Czech Civil Code.
- 9.2. Any potential disputes arising out of legal relations established by these terms or related to these relations will be resolved by a relevant court in the Czech Republic with material and local jurisdiction.
- 9.3. Users hereby accept the risk of changing circumstances under Section 1765 (2) of the Czech Civil Code. Users further surrender any rights relating to any potential disproportionate reduction within the meaning of Section 1794 (2) of the Czech Civil Code, in relation to the provisions of Section 1793 of the Czech Civil Code, if such reduction was or could for any reason be seen in particular in the manner how income and expenses from livestreams are accounted for or settled pursuant to sections 4.1. to 5.5. hereunder.