

Provoco in a Nutshell

Before you read our detailed *Terms of Use* of the Provoco Streaming Platform, we want to tell you the most important things about our platform and the "Provoco" mobile app. You will find all the terms in *italics* explained in greater detail in the terms.

1. Identification Data

The *provider* of the *platform* and the *application* is:

Provoco, s.r.o.

Kaprova 42/14

110 00 Praha 1 – Stare Mesto

The Czech Republic

Identification Number: 05800391

Tax Identification Number: CZ05800391

File Number: C270986 maintained by the Municipality Court in Prague

2. Contact Details

Please report any *inappropriate content* through the functionality of the application or by e-mail to whatever@provoco.live.

In all other matters we will communicate exclusively via e-mail to whatever@provoco.live.

3. Description of the Platform

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 making payments on challenges created by other challengers.

4. Price for the Use of the Platform

Viewers that will not become challengers and streamers may access and use the platform for free.

All withheld payments made by the challengers through the application – after the deduction of *payment charges* – will be split as described in the terms between (i) *our reward* for the possibility of active use of the platform by the challengers and (ii) the reward to the streamers for creating, organizing, promoting and making the livestreams (i.e., they shall not be deemed donations or charitable donations).

Payments are *pre-authorized* or withheld in the currency, in which they were made in the application. If the challenger's payment card is issued in a different currency, the conversion is made with a conversion rate determined by the bank that had issued the payment card - we have no influence over this conversion rate.

The amount of any withheld payment is final, i.e. no further discounts or surcharges apply, and it includes all taxes and fees, except for any fees set by the bank that had issued the payment card.

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 from their streams. Find out if your proceeds are not subject to any tax.

5. Payment Methods, Content Delivery Methods and Cost of Delivery

Payments can only be made as cashless – through a payment with a payment card.

The content resulting from user activity within the platform will be delivered only digitally, i.e. by transferring it to digital devices that allow it to be viewed. This digital content is delivered to all users free of charge.

6. No Consideration, Warranty, Claim, Withdrawal or Refund

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 is a “digital content” that has not been delivered on a physical medium and has been delivered with the prior consent of the users – the users, thus, cannot withdraw from the delivery of the content pursuant to the provisions of Section 1837 (l) of the Czech Act No. 89/2012 Coll., the Civil Code, as amended.

Creating a challenge or making a payment is not an “order” and, as a result, created challenge and/or payment made will not be further confirmed.

As a challenger, you do not have the right for a refund of a once withdrawn / deducted payment. Your defence against the deduction of the bid is thus (i) not to make the payment in the first place, or (ii) to veto the fulfilment of the challenge, with which your payment is associated, along with other.

We provide warranty neither for the digital content, nor for the functionality of the platform.

7. Personal Data Protection

If the data you enter into the application as part of your registration as a user or as a streamer – 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, to the extent necessary for the fulfilment of the purpose of the application and the platform described in the terms.

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 the terms, and to the extent permitted by the 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.

You will find a more detailed regulation of your personal data protection in the terms.

8. Terms of Use of the Provoco Streaming Platform

You will find detailed conditions for using the Provoco streaming platform in the application or on <http://provoco.live>. This document "Provoco in a Nutshell" does neither replace, nor amend the terms.

9. Accepted Payment Cards

You can make for the payments with the payment cards bearing the following logos:

