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## **TERMS AND CONDITIONS OF USE OF THE PORTAL WEB**

These Terms and Conditions govern the downloading, access and use of the portal web SUPER FUNBOX (hereinafter the «PORTAL WEB»), which NEWRY GLOBAL MEDIA, S.L. makes available to users. The user acquires this condition by downloading and using it.

This version of the PORTAL WEB is available free of charge on Google Play. The user acknowledges and agrees to comply with all applicable terms and conditions regarding obtaining, downloading and updating the PORTAL WEB as determined by these *stores* respectively.

Accessing the PORTAL WEB implies that the user acknowledges that they have accepted and consented without reservation to these conditions of use.

### **1. PURPOSE**

The purpose of the PORTAL WEB services is to allow users to gain access to play some top mobile app games from the Google Playstore and HTML5 games for a daily subscription fee.

The design and development of this PORTAL WEB has involved professional specialists as well as a group of users who participated in the trial period.

The PORTAL WEB is made available to users for their personal (never business) use. It works on Android phones (for mobile apps) and every mobile phone and desktop that supports HTML5. (for HTML5 games).

### **2. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

The intellectual and industrial property rights on the PORTAL WEB are owned by NEWRY GLOBAL MEDIA, S.L., corresponding to the exclusive exercise of the rights of use by them in any form and, in particular, the rights of reproduction, distribution, communication to the public and change.

Third party holders of intellectual and industrial property rights on photographs, logos, and any other symbols or contents included in the PORTAL WEB have granted the corresponding authorization for their reproduction, distribution and availability to the public.

The user acknowledges that the reproduction, modification, distribution, commercialization, decompiling, disassembly, reverse engineering or any other means to obtain the source code, transformation or publication of any unauthorized reference test results of any of the elements and utilities integrated within the sequence of operations constitutes a breach of intellectual property rights of NEWRY GLOBAL MEDIA, S.L., and therefore commits to refraining from carrying out any of the aforementioned actions.

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### **3. PRIVACY POLICY**

#### **Who is the controller of your personal data?**

NEWRY GLOBAL MEDIA, S.L. is the controller of the user's personal data and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), providing the following information on the processing:

#### **For what purpose do we process your personal data?**

We process your personal data for the purpose described in section «1. PURPOSE» of these terms and conditions, that is, to allow users to gain access to play some top mobile games from the Google Play store for a daily subscription fee. We only process information on users Mobile Station International Subscriber Directory Number (MSISDN) and handset model.

#### **Why can we process your personal data?**

The processing of data is legitimated on the basis of interests pursued by the user when using the application (article 6.1.f GDPR).

#### **For how long will we keep your personal data?**

We will keep your personal data for no longer than is necessary to maintain the purpose of the processing, i.e. for the duration of the contractual relationship that is the subject of the use of the PORTAL WEB (including the obligation to keep them for the applicable limitation periods), and when they are no longer necessary for this purpose, they will be deleted with appropriate security measures to ensure their anonymization or complete destruction.

#### **To whom do we disclose your personal data?**

Your personal data will be disclosed to:

- Public Administrations and other private entities in order to comply with the legal obligations to which NEWRY GLOBAL MEDIA, S.L. is subject due to its activities.
- The suppliers that need access to the user's personal data for the provision of the services that NEWRY GLOBAL MEDIA, S.L. has hired them or that by the very operation of the electronic services (application, website and e-mails) may have access to certain personal data. NEWRY GLOBAL MEDIA, S.L. has signed the contracts of confidentiality and order of personal data processing necessary and required by the regulations to protect their privacy with all of them (article 28.3 GDPR).

The registration and control of user sessions is carried out through an internal platform.

The PORTAL WEB will use Google Analytics as a tool to know its usage and interaction trends. NEWRY

GLOBAL MEDIA, S.L. may use the personal information that you provide to us in a dissociated way (without personal identification) for internal purposes, such as statistic preparation.

The PORTAL WEB may collect, store or compile certain non-personal information regarding its use. Google Analytics is governed by Google's General Terms and Conditions

<http://www.google.com/analytics/terms/en.html>

and Google's Privacy Policy

<https://www.google.es/intl/es/policies/privacy/> .

To deactivate Google Analytics:

<https://support.google.com/analytics/answer/1009696?hl=en>

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## ¿What are your rights as a user?

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of your data and the limitation or objection to their processing. Right to file a claim with the Spanish Supervisory Authority ([www.aepd.es](http://www.aepd.es)) if you consider that the processing does not comply with current legislation.

### Contact information to exercise their rights:

NEWRY GLOBAL MEDIA, S.L. AVENIDA DE BRASIL, 17 8 F - 28020 MADRID (Madrid). E-mail: [legal@newry.es](mailto:legal@newry.es)

## 4. COMPULSORY OR OPTIONAL NATURE OF THE INFORMATION PROVIDED BY THE USER

The users, by marking the corresponding boxes and entering data in the fields, marked with an asterisk (\*) in the PORTAL WEB's forms, accept expressly and in a free and unequivocal way that their personal data are necessary for the supplier to meet their request, voluntarily providing their data in the remaining fields. The user ensures that the personal data provided to NEWRY GLOBAL MEDIA, S.L. are true and is responsible for communicating any changes to them.

NEWRY GLOBAL MEDIA, S.L. informs that all data requested through the PORTAL WEB are mandatory, as they are necessary for the provision of an optimal service to the user. In the event that not all of the data is provided, there is no guarantee that the information and services provided will be completely adapted to the User's needs.

## 5. SECURITY MEASURES

In accordance with the provisions of the current regulations on the protection of personal data, the CONTROLLER is complying with all the provisions of the GDPR and LOPDGDD regulations for processing the personal data for which they are responsible, and is manifestly complying with the principles described in Article 5 of the GDPR, by which they are processed in a lawful, fair and transparent manner in relation to the data subject and appropriate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

NEWRY GLOBAL MEDIA, S.L. guarantees that all appropriate technical and organizational policies have been implemented to apply the security measures established by GDPR and LOPDGDD in order to protect the rights and freedoms of the users, and has communicated the appropriate information for them to be able to exercise their rights and freedoms.

Any transfer of information that the PORTAL WEB makes with cloud servers, either its own or those of third parties, is carried out in an encrypted and secure manner through a secure hypertext transfer protocol (HTTPS), which also guarantees that the information cannot be intercepted.

For more information on the guarantees of your privacy, you can contact NEWRY GLOBAL MEDIA, S.L. at [legal@newry.es](mailto:legal@newry.es)

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## 6. LIABILITY DISCLAIMER

NEWRY GLOBAL MEDIA, S.L. reserves the right to edit, update, modify, suspend, delete or terminate the services offered by the PORTAL WEB, including all or part of its content, without prior notice, and to modify the form or type of access to it.

The possible causes of modification may take be for reasons such as adaptation to possible legislative changes and changes in the PORTAL WEB itself, as well as those that may derive from existing codes of conduct in the field, or for strategic or corporate reasons.

NEWRY GLOBAL MEDIA, S.L. shall not be liable for the use of the PORTAL WEB by a minor. The downloading and use of the PORTAL WEB is the sole responsibility of the user.

The PORTAL WEB is provided «as is» without warranty of any kind. NEWRY GLOBAL MEDIA, S.L. is not responsible for the final quality of the PORTAL WEB or for it serving and fulfilling all the PORTAL WEB's purposes. Notwithstanding the foregoing, NEWRY GLOBAL MEDIA, S.L. undertakes to contribute to improving the quality of the PORTAL WEB to the best of its ability, but cannot guarantee the accuracy or timeliness of the content thereof.

The responsibility for using the PORTAL WEB rests solely with the user. Except for that which is set forth in these Terms and Conditions, NEWRY GLOBAL MEDIA, S.L. is not liable for any loss or damage arising in connection with the download or use of the PORTAL WEB, such as that resulting from failures, breakdowns or blockages in the operation of the PORTAL WEB (e.g., but not limited to: error in the communications lines, defects in the PORTAL WEB hardware or software or failures in the Internet network). Similarly, NEWRY GLOBAL MEDIA, S.L. shall not be liable for any damages resulting from improper or inappropriate use of the PORTAL WEB by users.

## 7. LEGISLATION AND JURISDICTION

The user accepts that governing law and the competent Courts and Tribunals that will hear differences in the interpretation or application of this clause are the Spanish courts and tribunals, and expressly waive any other jurisdiction, that is the courts and tribunals closest to the city of MADRID.

I have read and accepted the PORTAL WEB's terms of use.

### Disclaimer

Super FunBox is a subscription service charged at XXXXX. By using the service you agree that you are 18 years or older and have the bill payers permission. Compatible handsets only. To unsubscribe click - [XXXXXXXXXX](#) or dial XXXXXX For help call XXXXXXXXX. By using the service, you agree to receive promotional material relating to this and similar services. To opt-out of marketing dial XXXXXX Service provided by Newry Global Media , AVENIDA DE BRASIL, 17 8 F - 28020 MADRID (Spain)

This service must not be used:

- (i) To intentionally engage in illegal conduct,
- (ii) To knowingly create, store or disseminate any illegal content,
- (iii) To knowingly infringe copyright,
- (iv) To knowingly infringe any intellectual property rights, or
- (v) To send spam or promote the sending of spam.

We have the right to suspend or terminate the services of any customer who does not comply with these terms and conditions or any other related contractual obligations, and we have the right to take down any content (hosted as part of the service) that it considers illegal or for which it has received a take-down notice.