

## Terms and Conditions for Personal and Sensitive Data Processing

complementary to the General Terms and Conditions regarding access to the  
**WWW.STARNETS.IO, WWW.MEGAFREEBET.COM, WWW.MEGAFREESPIN.COM,  
WWW.STARNETSCLUB.COM or SUPERFREEJACKPOT.COM website**

companies: TIPSTERNET CZ, s.r.o.  
registered office: Politických vězňů 912/10, Nové Město, 110 00 Prague 1  
ID: 05509904  
Tax ID: CZ05509904

registered at the Commercial register administered by the Municipal Court in Prague, section C,  
file 264900

### 1. Preliminary Provisions

1.1 For the purposes of these Terms and Conditions for Personal and Sensitive data processing the terms stated below have the following meaning:

**“Biometric data”** – mean, in compliance with the Regulation, any personal data resulting from specific technical processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data;

**“Sensitive data”** means the Genetic data, Biometric data or Data concerning health and further information about the User, giving evidence of the data subject’s nationality, racial or ethnic origin, political opinions, memberships in trade union organizations, religious and/or philosophical beliefs, convictions for criminal offence, physical or mental health or condition, and sexual life and the data subject’s genetic data, or any other biometric data which allow direct identification or authentication of the data subject, unless already contained within the Genetic data, Biometric data or Data concerning health;

**“Genetic data”** mean, in compliance with the Regulation, any personal data relating to the inherited or acquired genetic characteristics of a natural person, which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question;

**“Regulation”** means the Regulation 2016/679 of the European Parliament and the Council (EU) of April 27, 2016, on protection of natural persons pertaining to processing of personal data and on free movement of these authorities, and on repeal of the Council Directive 95/46/EC (general directive on personal data protection) as last amended;

**“Personal data”** means any information relating to the User, which allow the direct or indirect identification of the User, and which is defined as personal data in the Personal Data Protection Act;

**“Terms and Conditions”** mean these Terms and Conditions for Personal Data and Sensitive Data Processing;

**“Data”** means Personal data and Sensitive data;

**“Data concerning health”** - in compliance with the Regulation, it means personal data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status; and

**“General Terms and Conditions”** mean terms and conditions regarding access and use of the <http://www.starnets.io/>, <https://www.megafreebet.com>, <https://megafreespin.com>, <https://www.starnetsclub.com>, <https://www.superfreejackpot.com> website.

**“Personal Data Protection Act”** means Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendment to Some Acts, as last amended, and the Regulation.

- 1.2 All definitions stated under the General Terms and Conditions with a capital initial letter are of the same meaning under these Terms and Conditions, unless any such definition is defined otherwise.
- 1.3 These Terms and Conditions form an integral part of the General Terms and Conditions, even though these are written in a separate document.
- 1.4 All general provisions of the General Terms and Conditions apply in full to the legal relationships between the User and the Operator under these Terms and Conditions.

## **2 Provisions on Personal data and Sensitive data processing**

- 2.1 The Operator hereby informs the User within the meaning of the Personal Data Protection Act that it collects and processes his/her Personal Data provided in the course of the Registration process or during use of the Website to the extent necessary for the fulfilment of the Operator's obligations. Furthermore, the Operator informs the User, within the meaning of the Regulation, that it processes User's Sensitive data, which the User voluntarily disclosed on the Website, in particular, within the forum in question. The User agrees with processing of the data he/she provided (e.g. with their collection, recording to data media, disclosure, adaptation or alteration, search, use, disclosure by transmission, dissemination, storing, classification or combination, restriction, and destruction).

## **3 Providing consent to Personal data and Sensitive data processing**

- 3.1 By Registration, the User provides the Operator with his/her explicit consent (i) to processing his or her Personal data for the purposes stated in the Terms and Conditions herein and to the extent provided at the time of the Registration, namely for further marketing purposes (i.e. offering of products and services) for such period of time until the purpose for which this Personal data was processed in accordance with the Personal Data Protection Act no longer prevail; (ii) to sending commercial communications via electronic means pursuant to Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts, as last amended; and (iii) to the fact that the Personal data provided by him/her could be used fully for the purposes stated hereinabove and also processed by the processor authorized by the Operator.
- 3.2 Provision of any of the Sensitive data is not mandatory. Pertaining the establishment of Registration or the Website usage, the Operator does not require, and neither shall it require in the future, provision of any Sensitive data from the User; nor does it intend to process any Sensitive data in any way. If the User provides or makes available any Sensitive data within the Website, namely by disclosing it on the relevant Website forum, he/she is doing so of his/her own accord, and at his/her discretion. If the User makes accessible or provides any Sensitive data to the Operator within the use of the Website, then the Operator reserves the right to process the Sensitive data provided in this way; namely within processing of Personal data, especially in case it would not be possible to separate the Sensitive data from the Personal data processed by the Operator under these Terms and Conditions. The Operator hereby declares that it will minimise Sensitive data processing, namely that it will restrict it only to the cases when it will not be possible to separate the Sensitive data from the Personal data.
- 3.3 The User hereby explicitly grants the Operator and the persons referred to under these Terms and Conditions the right to process his/her Personal data, while his/her express granting of this right is confirmed by execution of the Registration; i.e. by execution thereof he or she explicitly consents to processing of his/her Personal data. The User hereby explicitly grants the Operator and the persons referred to under these Terms and Conditions the right to process his/her Sensitive data, while his/her express granting of this right is confirmed by voluntary disclosure of this Sensitive data on the Website; i.e. by disclosure thereof, he/she explicitly consents to processing of his/her Sensitive data.

## **4 Period of processing the Personal data and the Sensitive data and data processing termination**

- 4.1 Provision of Personal data and Sensitive data is voluntary. Consent to data processing is provided for an indefinite period of time, under the condition that the User may withdraw his/her consent at any time by using the address stated in the footer of the relevant Operator's e-mail, or via the Website interface. The User has other rights under the Personal Data Protection Act, namely the right to access the data concerning him or her, the right of rectification or restriction of the data, or the right to ask for destruction thereof. The User has the right to be informed about processing of his/her Personal data and Sensitive data. Should the User believe that the Operator is executing Personal data or Sensitive data processing contrary to the generally binding legislation, he/she is entitled to request an explanation from the Operator and to request the defective condition to be removed. Furthermore, he/she has the right to contact the Office for Personal Data Protection.
- 4.2 The Operator is entitled to process Personal data or Sensitive data for the entire period of time, starting with the Registration. The User acknowledges the fact that withdrawal of his/her consent to the Personal data or Sensitive data processing shall result in immediate cancellation of Registration. After the consent to Personal data or Sensitive data processing has been withdrawn, the Operator shall terminate processing of Personal data or Sensitive data within a reasonable time, which shall be compliant with its technical and administrative capabilities.

## **5 Purpose of Personal data and Sensitive data processing**

- 5.1 User's Personal data is processed for the below-mentioned purposes and for the below-mentioned reasons: (i) enabling the User to have a proper and timely access to the Website (ii) enabling the correct and optimum usage and setting of the Website in compliance with the User's settings, (iii) performance of general customer administration of the Operator in relation to the Users, (iv) sending the communication about the pages and other Operator's products and services to the Users in the way ensuring that the User is informed mainly about the services offered and enabling the User to use the above-mentioned services in a simple and timely manner, (v) providing advertising tailored directly to the User's need, in order not to bother the User to a reasonable extent by such advertising that he/she would not be interested in, (vi) investigation of the Terms and Conditions violation, (vii) generating anonymous statistics about the Users for the purposes of the Website development or mediation of statistical information to a third-party, (viii) registration of the User on other social websites owned by the Operator and enabling usage of other Operator's services by the User.
- 5.2 Sensitive data is processed to and for the purposes of enabling the User to disclose or to make available the Sensitive data about his/her person to other Users or third parties on the Website, while taking into account that following the User's disclosure of Sensitive Data, the data shall be further processed to the extent regarded as necessary in relation to disclosure thereof, e.g. by storing, collection, or disclosure by transmission, etc.
- 5.3 The above-mentioned usage of Personal data or Sensitive data is limited to the necessary extent thereof, in order to minimise the Personal data or Sensitive data processing.
- 5.4 Personal data is processed by the Operator on basis of the consent provided by the User, which the User expresses in course of Registration, or possibly later, during change of these Terms and Conditions. Sensitive data is processed by the Operator on basis of the consent provided by the User given by the User at the moment of disclosure thereof on the Website, or possibly later, during change of these Terms and Conditions.

## **6 Personal data and Sensitive data processing scope**

- 6.1 By Registering or by using the Website, the User gives his/her consent to the Operator to collect and archive (for the duration of the Contract and the three following years) the information used for access to the Website, Registration, and Website usage, i.e. namely the information uploaded to the Website, settings and administrative data, such as username and password, User's settings, history and records, time, date and URL of all websites visited through the Website, internet search history, technical information regarding the internet

browser, and data published on the Website of the User's own volition. The User provides the Operator with certain Personal data during the Registration. In case the User decides to provide additional Personal data or Sensitive data about himself/herself, or in case he/she shall make such data available to the Operator, he/she gives their consent to processing of the additionally provided Personal data or Sensitive data.

- 6.2 The Website is using cookies for User identification, for remembering the language preferences, and for making the Website navigation easier. The User agrees to the above. It is possible to prohibit cookies in the internet browser; however, some pages may not be working correctly in such case.
- 6.3 The User acknowledges that his/her Personal data or Sensitive data may be processed by third parties, pursuant to the Personal Data Protection Act, in particular by the companies belonging to the Operator's Group in order to provide technical and administrative support, and further by subjects in contractual relationship with the Operator, ensuring namely fulfilment of rights and obligations under these Terms and Conditions. The Operator transfers the User's Personal Data or Sensitive data to the processors only after a contract on Personal data or Sensitive data processing was entered into between the parties, for the above-mentioned purposes, to the extent strictly necessary, and only if the processor proves that its technical security is sufficient; i.e. it is able to prevent any unauthorised access, loss, or any other unauthorised handling of the Personal data or Sensitive data, unless defined otherwise by generally binding legislation.
- 6.4 The User agrees that at the moment of his/her entry to the Website or during his/her usage of the Website, advertising and other commercial presentations shall be displayed to the User.

## **7 Operator's obligations when processing Personal data and Sensitive data**

- 7.1 The Operator is obliged to collect and to store Personal data or Sensitive data by means of electronic media for information storage in a secure database. Access to Personal data or Sensitive data shall be granted to the authorised persons of the Operator only. Data backups are executed to a separate disc and server, and can be accessed by the authorised persons of the Operator only.
- 7.2 Access to the User's Personal data or Sensitive data and any other of his/her data by the Operator, its managers, employees, cooperating persons (self-employed persons), and other similar entities is strictly limited and each of the above-mentioned entities is bound by a standard-scale obligation of confidentiality.
- 7.3 The Operator protects the Personal data or Sensitive data to the maximum extent possible by means of modern technologies adequate to the current level of technical development. The Operator declares that it took all generally accessible measures in order to protect the Personal data or Sensitive data from any third-party unauthorised interventions. However, the Operator shall not be held responsible for any potential third-party unauthorised intervention due to which any such party gains access to the individual Users' Personal data or Sensitive data, to their user accounts, or to the relevant Operator's database, nor shall it be held responsible for any unauthorised use, abuse, misuse, or disclosure of any such Data by such third party to any other parties. The User declares that he/she is aware of the risks arising for him/her from the above-mentioned third-party unauthorised interventions, and he/she undertakes to take any measures necessary to prevent any such unauthorised intervention.
- 7.4 The Operator shall not process the User's Personal data or Sensitive data in any way incompatible with these Terms and Conditions without prior consent given by the User.
- 7.5 The Operator is entitled to provide the User with import tool through which the User may invite his/her e-mail contacts to Register. If the User decides to use the tool for contacts import, by doing so he/she confirms that he/she obtained consents from the said contacts, and

simultaneously, he/she agrees to the fact that an automatic e-mail and reminder shall be sent to the selected contacts.

- 7.6 By providing the Personal data or Sensitive data, the User acknowledges that the Operator may be obliged to provide his/her Personal data or Sensitive data based on its responsibility to fulfil a statutory obligation (e.g. in relation to judicial or administrative proceedings). The Operator is further entitled, in case of necessity, to allow access to the Personal data or Sensitive data to protect the rights of the Operator or of persons from the Operator's Group, or to protect personal safety of Users or third parties.
- 7.7 The User agrees to anonymous use and/or disclosure of registration and statistical data by the Operator or persons from the Operator's Group for the purposes of the Website operation and development. The Provider is entitled to share the statistical data regarding Users with the persons from the Operator's Group for the purposes of operating the interconnected servers. Statistical data and sets thereof shall not however contain any Personal data or Sensitive data of such character that would allow, based on one or more of these entries, to directly or indirectly identify the User, or which would allow any third party to contact the User.
- 7.8 The Operator is obliged to provide reasonable updates of Personal data or Sensitive data, i.e. it is obliged to ensure, to the adequate extent, that any Personal data or Sensitive data, which the Operator finds to be inaccurate, are erased or rectified without any undue delay.
- 7.9 The Operator is obliged to reasonably ensure that the Personal data or Sensitive data is processed only for a strictly necessary period of time, which corresponds with the objectives of the Personal data or Sensitive data processing, with no regard to the agreed time for processing of the Personal data or Sensitive data set forth under these Terms and Conditions.
- 7.10 Other Operator's obligations are derived directly from Article 8 of these Terms and Conditions, as well as from other generally binding legislation, namely the Regulation.

## **8 Compulsory notice to Users in accordance to the Regulation**

- 8.1 In accordance with Article 13 of the Regulation, the Operator informs the User that:
  - 8.1.1 the controller's identity and contact information is provided in the header of these Terms and Conditions;
  - 8.1.2 the Operator did not appoint a representative for protection of Personal data or Sensitive data;
  - 8.1.3 the purposes of processing, for which the Personal data or Sensitive data is used, and the legal grounds for the said processing are stated in Article 5;
  - 8.1.4 the Personal data or Sensitive data processing is not based on Section 6, subsection 1f) of the Regulation;
  - 8.1.5 potential recipients or categories of recipients of Personal data or Sensitive data are stated in Article 6;
  - 8.1.6 the Operator does not intend to transfer the Personal data or Sensitive data to any third country or to any international organization;
  - 8.1.7 the duration of storage of the Personal data or Sensitive data is stated in Article 4;
  - 8.1.8 the User is entitled to request access to the Personal data or Sensitive data concerning his or her person from the Operator, to request rectification or erasure thereof, or possibly, restricted processing thereof, as well to object to its processing, and the right to the data portability;
  - 8.1.9 the User is entitled to withdraw his/her consent with Personal data or Sensitive data processing at any time;
  - 8.1.10 the User is entitled to file a complaint with the Office for Personal Data Protection at any time;
  - 8.1.11 provision of Personal data or Sensitive data is based on the consent to the Personal data or Sensitive data processing, while not providing this consent shall prevent the User from Registering and the possibility to use the Website;
  - 8.1.12 no automated decision-making, including profiling, takes place during the Personal data or Sensitive data processing.

- 8.2 **[The data subject's right to access Personal data or Sensitive data]** In accordance with Article 15 of the Regulation, the Operator informs the User that:
- 8.2.1 the User is entitled to obtain a confirmation from the Operator stating whether the Personal data or Sensitive data regarding his/her person is or is not processed; and in case it is processed, then he/she is entitled to gain access to the said Personal data or Sensitive data and to the following information:
    - 8.2.1.1 purposes of processing;
    - 8.2.1.2 category of the Personal data or Sensitive data in question;
    - 8.2.1.3 recipients or categories of recipients, to whom the Personal data or Sensitive data were or shall be made available; third-country or international organizations recipients in particular;
    - 8.2.1.4 planned duration of Personal data or Sensitive data storage, or in case it is not possible to define such duration, then the criteria being used for definition of the duration in question;
    - 8.2.1.5 that he/she has the right to request the Operator to rectify or erase the Personal data or Sensitive data regarding the data subject, request limitation of processing thereof, or to object against processing thereof;
    - 8.2.1.6 the right to file a complaint with the Office for Personal Data Protection;
    - 8.2.1.7 all available information regarding the source of the Personal data or Sensitive data, in case it is not obtained from the data subject;
    - 8.2.1.8 information whether automated decision-making, including profiling takes place.
- 8.3 **[Right to rectification]** In accordance with Article 16 of the Regulation, the Operator informs the User that:
- 8.3.1 the User has the right to obtain from the Operator without undue delay rectification of inaccurate Personal data or Sensitive data concerning him or her. Taking into account the purposes of the processing, the User shall have the right to have incomplete Personal data or Sensitive data completed, including by means of providing a supplementary statement.
- 8.4 **[Right to erasure ("right to be forgotten")]** In accordance with Article 17 of the Regulation, the Operator informs the User that:
- 8.4.1 the User has the right to have Personal data or Sensitive data concerning him or her erased by the Operator without undue delay and the Operator has an obligation to erase the said Personal data or Sensitive data without undue delay, in case any of the following reasons is given:
    - 8.4.1.1 Personal data or Sensitive data is no longer necessary in relation to the purposes for which they are collected or otherwise processed;
    - 8.4.1.2 the User has withdrawn his or her consent to the processing of data and there is no further legal reason for processing thereof;
    - 8.4.1.3 the User objects to the processing and there are no predominating legitimate reasons for processing in existence;
    - 8.4.1.4 Personal data or Sensitive data has been processed unlawfully;
    - 8.4.1.5 Personal data or Sensitive data has to be erased in order to fulfil legal obligations under the EU or a EU member state law, which applies to the Operator.
- 8.5 **[Right to restriction of processing]** In accordance with Article 18 of the Regulation, the Operator informs the User that:
- 8.5.1 the User has the right to request the Operator for restricted processing in any of the following case:
    - 8.5.1.1 the User denies accuracy of the Personal data or Sensitive data; restricted processing shall be applied for the duration necessary for the Operator to verify accuracy of Personal data or Sensitive data;
    - 8.5.1.2 processing is unlawful and the User refuse to have his/her Personal data or Sensitive data erased and requests the restricted use thereof instead;
    - 8.5.1.3 the Operator no longer need the Personal data or Sensitive data for the purposes of processing, but the User requests the data for establishment, exercise or defence of legal claims;
    - 8.5.1.4 the User objects to the processing.

- 8.6 **[Notification obligation regarding rectification or erasure of Personal data or Sensitive data or restriction of processing]** In accordance with Article 19 of the Regulation, the Operator informs the User that:
- 8.6.1 the Operator is obliged to communicate any rectification or erasure of Personal data or Sensitive data or restriction of processing carried out to each recipient to whom the personal data have been disclosed, within a reasonable time, unless this proves impossible or involves disproportionate effort. The Operator shall inform the User about those recipients if the User requests it.
- 8.7 **[Right of data portability]** In accordance with Article 20 of the Regulation, the Operator informs the User that:
- 8.7.1 the User has the right to receive Personal data or Sensitive data concerning him or her which he/she has provided to the Operator in a structured, commonly used, machine-readable format, and the right to transmit it to another controller in case the processing takes place on basis of a consent or it is carried out by automated means, without the Provider hindering it.
- 8.8 **[Right to object]** In accordance with Article 21 of the Regulation, the Operator informs the User that:
- 8.8.1 Due to reasons related to his/her particular situation, the User has the right to object to the processing of any Personal data or Sensitive data concerning him or her. The Operator shall not continue with further processing of the Personal data or Sensitive data, unless it demonstrates any compelling legitimate interests for processing overriding the interests or the rights and freedoms of the User, or for establishment, exercise or defence of legal claims. The User has the right to object to processing of the Personal data or Sensitive data concerning him or her for the purposes of marketing, including profiling to the extent that it is related to such direct marketing.
- 8.9 **[Automated individual decision-making including profiling]** In accordance with Article 22 of the Regulation, the Operator informs the User that:
- 8.9.1 the User has the right not to be subject to any decision based solely on automated processing including profiling where it produces legal effects concerning him/her or similarly significantly affects him/her.

## **9 Terms and Conditions entry into force**

- 9.1 These Terms and Conditions come into force and into effect upon the date of entry into force and effect of the General Terms and Conditions.