

GENERAL TERMS AND CONDITIONS

1. ACCESS TO THE SERVICE.

1.1 Access to the services is provided through the site www.dragut-startrade.com (hereinafter referred to as the “Site”) to regularly registered users.

1.2 By registering you declare and warrant that (i) you have carefully read these Star Trade Terms and Conditions as listed below, (ii) you expressly agree to be bound by them, (iii) you are entitled to fulfill them.

2. REGISTRATION AND SUBSCRIPTION.

2.1 In order to get a regular registration, you should:

- a. read carefully the Information notice pursuant to article 13 of (EU) Regulation No. 679/2016 (“GDPR”) and these Terms and Conditions;
- b. authorize the processing of personal data and accept these Terms and Conditions by clicking the button “I accept”;
- c. enter a valid email address and choose a username and a password.

2.2 During the registration process the Site will ask you if you want to subscribe to the Newsgroup mail and if you want to receive by email the game communications. You can change your choice at any time in the User Area.

2.3 Registration shall be granted having previously verified the validity of the email address. Accordingly, if you entered a valid email address, you will receive an email confirming the registration.

2.4 If you want to access to the advanced features of the game, you have to subscribe to them upon a paywall. Registration is a precondition for the subscription.

2.5 The Site has the right, at any time and for any reason, to change the terms of these General Terms and Conditions. We will post or display notices of material changes on the Site and/or e-mail you or notify you upon login about these changes. After 8 days from the communication, if you continue to use the services, the changes will be considered accepted. If the changes require explicit acceptance, the Site will ask you to accept them upon login.

3. SPECIFIC CONDITIONS FOR THE USE OF THE CHAT-LINE. RULES OF THE GAME.

3.1 The Site provides the users with a public chat-line for the players of the same game. Such chat-line allows to communicate with other users by voice and text. There is no chat moderator.

3.2 Users take full responsibility for the content and entries they post and release the Site from any legitimate claims from third parties arising from the use of the chat.

3.3 Within the context of the chat, users are prohibited from publishing or distributing content that:

- a) violates an applicable law, goes against common decency, or breaches the general Terms and Conditions of the Site;

- b) violates trademarks, patents, design patterns, copyrights, trade secrets, or other rights of third parties;
- c) is obscene, racist, violent, pornographic, of adult content;
- d) is of an abusive, harassing, or defamatory nature;
- f) falsely suggests that it is provided or supported by us;
- g) contains personal data of third parties without their explicit consent;
- h) is commercial.

3.4 Notwithstanding any other rights under these General Terms and Conditions, the site has the right to fully or partially remove content and entries that violate the rules of these General Terms and Conditions. The Site also has the right to cancel users who violate the dispositions of this article.

3.5 The Site has the right to change the conditions of use of the chat at any time as well as the rules of the game, provided in a dedicated section of the Site.

4. ACCOUNT AND PASSWORD. CANCELLATION OF THE ACCOUNT.

4.1 Your email address, username and password are personal to you and you may not allow any others to use them under any circumstances. The Site is not liable for any harm caused or related to the misappropriation of your email address, username or password. You agree to notify the Site immediately if you become aware of or believe there is or may have been any unauthorized use of your email address, username or password or any other need to deactivate your username or password due to security concerns.

4.2 You agree that you are solely responsible and liable for all actions taken via your password, whether or not made with your knowledge or authority. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the Site for which you will be legally responsible.

4.3 Cancellation of the account may be required at any moment by the user. The Site provides the cancellation within a reasonable time.

5. PROCESSING OF PERSONAL DATA.

5.1 The Site will treat all personal information provided by the user in full compliance with the current privacy provisions in the manner and for the purposes indicated in the Information Notice.

5.2 You give freely and expressly your consent to the processing of personal data and could express your will to accept or not the cookies used by the Site.

5.3 It is reproduced below the Information Notice given pursuant to article 13 of (EU) Regulation No. 679/2016 ("GDPR"), also provided in a dedicated section of the Site:

"When registering, some data are requested that are needed to access the services and play the game. Some data may be, by their nature, personal data pursuant to the Regulation No. 679/2016 ("GDPR") and so we intend here to provide the information notice according to article 13 of the above Regulation.

a) Personal data collected.

Personal data collected are given voluntarily by the user when registering. We collect the following personal data: username; email address; password; avatar image; nationality; type of operating system, browser and device.

We also collect cookies which are text files containing small amounts of information that are downloaded to your computer or mobile device when you visit a website. Cookies are widely used in order to make websites work, to provide information to the owners of the site and to improve the users' experience. In particular, we collect:

- technical cookies, that are necessary to operate the website and provide our services as they provide basic functionality such as loading, rendering pages on the Site and enabling your navigation around the website and use of certain features;*
- functional cookies, that allow the user to navigate with a set of selected criteria (such as language, text characters, browser type) in order to improve the service rendered;*
- analytical cookies, used to collect information, in aggregate and anonymous form, on the number of users and how they use the website, in order to maintain, operate and continually improve the Site.*

You can choose to disable technical cookies at any time, but this operation may prevent you from accessing some parts of the Site.

The Site also use technical cookies to keep track of the consent given by the user when this is required, such as the consent for processing of personal data and the consent for the General Terms and Conditions of the Site.

b) Identification of the data controller.

The data controller is Filippo de Grenet , email fgrenet@dragut.com

c) Purposes and methods of processing personal data.

Personal data collected when registering can be used by the data controller for the following purposes:

- 1. identification and authentication: we use your personal data to verify your identity when you access and use our services and to ensure the security of your personal information;*
- 2. communications: we may use your personal information to contact you;*
- 3. marketing: we may use your personal data to address to you commercial communications about games by the data controller;*
- 4. third party marketing: we may use your personal data to address to you commercial communications by third party authorized by the data controller;*
- 5. statistical purposes: we use your personal data rendered anonymous for non-profiling statistics.*

Personal data will be processed with both automated and non-automated means concerning the collection, recording, organization, storage, modification, use of data.

Security measures are taken to ensure that no data is lost or destroyed, only authorized entities may access the data, and no processing is performed either in breach of the law or by departing from the purposes for which the data had been collected initially.

We retain personal information for as long as needed or permitted in light of the purposes for which it was obtained and consistent with applicable law. The criteria used to determine our retention periods include the length of time we have an ongoing relationship with you and provide our services to you (i.e., as long as you have an account with us or continue to use the services).

d) Legal bases for processing personal data

The legal bases for processing your personal data are:

- for the purposes described in paragraph c), n. 1 and 2, the necessity for the execution of the services provided by the Site;*
- for the purposes described in paragraph c), n. 3 and 4, your freely given consent.*

Statistical purposes as indicated in paragraph c), n. 5 are considered compatible with the other purposes according to art. 5.1.b) GDPR.

e) Compulsory or optional provision of data.

The provision of data for the purposes described in paragraph c), n. 1 and 2 is necessary for the execution of the services provided by the Site and therefore failure to provide such data may affect access to, use and provision of services, as well as the quality of the requested services.

The provision of data for the purposes described in paragraph c), n. 3 and 4 is optional and free, and therefore there will be no consequences in case of lack of consent.

f) Categories of entity to whom or which the personal data may be communicated.

The data controller may use employees, members of his staff or processors specifically appointed pursuant to art. 28 GDPR to carry out the activities on his behalf. They would access only to personal data necessary to carry out their duties and they would not use such data for different purposes in accordance with this Information Notice and the current privacy legal dispositions.

With your consent, data controller can communicate your personal data to third parties which sell assets and provide services, including information services, related to videogames and analogical games.

g) User rights.

You can exercise at any moment, pursuant to articles 15-22 GDPR, the following rights:

- *to obtain information about the processing;*
- *to access your personal data;*
- *to correct personal data if they are inaccurate or incomplete;*
- *to request the removal or deletion of personal data;*
- *to receive your personal data provided to the controller, in a structured, commonly used and machine-readable format and to transmit those data to another controller (data portability);*
- *to object to the processing of personal data where such is done by us in certain circumstances, for example for direct marketing;*
- *to restrict the processing whether:*
 - o *the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;*
 - o *the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead,*
 - o *the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims,*
 - o *the data subject has objected to processing pursuant to Art. 21.1 GDPR pending the verification whether the legitimate grounds of the controller override those of the data subject;*
- *to object to a decision making based solely on automated processing, including profiling;*
- *to withdraw your previously given consent.*

You can exercise your right by writing to the email address fgrenet@dragut.com”.

6. INTELLECTUAL PROPERTY.

- 6.1 All the creative contents of this Site, including all software, design, texts, images, photographs, illustrations, audio and video material, artworks, graphic material, databases, proprietary information, trademarks, domain name and the non-creative sui generis right on database and all the other elements legally protected are the property of Filippo de Grenet.
- 6.2 You acknowledge that the game is also protected by copyright for its narrative expression and structure.
- 6.3 No licence or authorization is granted to you for the creative contents above, except as specified below. In particular the user can display on the screen of his/her computer, tablet or smartphone the contents of the Site solely for non-commercial, non-exclusive and limited personal use and for no other purposes.
- 6.4 You shall not, nor will you allow any third party to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party, or otherwise use, any creative contents of this Site.

7. LINK

7.1 The Site may contain links to other external web sites or other sources on the web.

7.2 You acknowledge that the Site has no control over the content of such web sites and therefore we are not responsible for their contents and materials, including advertising, and for the products and services potentially offered there. Such products and services are not sponsored, shared or supported by the Site that have no responsibility for any purchase by the user of the products and services above.

8. USE FOR LAWFUL PURPOSES AND LIMITATION OF LIABILITY.

8.1 You agree to use the Site only for lawful purposes and pursuant to the current legal dispositions, customs and practices, and without infringing third parties' rights.

8.2 In case of a breach of the disposition at 8.1, the Site will have the right to cancel the account, after informing you by email.

8.3 You acknowledge and declare that the use of the services of the Site is at your own and sole risk and you release the Site from any claim and threat relating to the use of the Site.

8.4 This Site and the services are made available on an "as is" and "as available" basis, without any representation or warranty of any kind, express or implied, or any assurance the Site will be continuously available for use and that all functions and operations will be available as described. The Site is not responsible or liable for any delay, inaccuracy, error, omission or loss of data arising out of malfunctions or interruptions of the Site and the services, except in cases of gross negligence or willful misconduct.

8.5 The Site has the right to cancel any dormant account which has had no activity for more than a year from the expiration of the subscription.

8.6 The guarantees and waivers given by you to the Site under the present article will be effective even after the expiry of these General Terms and Conditions.

9. GOVERNING LAW AND JURISDICTION.

9.1 These General Terms and Conditions as well as the other legal notes on this Site and the relationship between the Site and the user are governed by the Italian law.

9.2 For all disputes arising in connection with the use of the services or of the contents of the Site are reserved to the Italian jurisdiction and will be settled exclusively by the Court of Genoa, Italy.

10. CONTACTS.

10.1 It is possible to quickly contact the Site and communicate directly in the following ways:

- email fgrenet@dragut.com