

TERMS AND CONDITIONS OF USE OF THE WEB PORTAL

These Terms and Conditions of Use (hereinafter the “Terms and Conditions”) govern the downloading, access and use of the portal web **Sportlocker** (hereinafter the “WEB PORTAL”), which NEWRY GLOBAL MEDIA, S.L. and/or its affiliated companies make available to users. The user acquires this condition by accessing, downloading, and/or using it. The access, download and/or use of the WEB PORTAL by the user shall be considered acceptance without reservation of this Terms and Conditions.

This version of the WEB PORTAL 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 WEB PORTAL as determined by the Google Play store and/or as by any other store where the WEB PORTAL could be located and/or accessed.

1. PURPOSE

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

Some of the groups that can benefit from this project are the mobile subscribers of **Grameenphone Bangladesh**.

It works on Android phones and those that may be included from time to time.

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

The WEB PORTAL is made available to users for their personal use. It shall not be used for business purposes.

2. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All intellectual and industrial property rights on or pertaining to the WEB PORTAL are owned by NEWRY GLOBAL MEDIA, S.L. and/or its affiliates, and therefore having the exclusive right and exercise of the rights of use in any form and, in particular any and all rights of reproduction, distribution, public communication to the public and modification.

Third party holders of intellectual and industrial property rights on content, photographs, logos, and any other symbols or contents included in the WEB PORTAL have granted NEWRY GLOBAL MEDIA S.L. and/or its affiliates the corresponding rights, licenses and authorization for its reproduction, distribution and making it publicly available, within the scope of the abovementioned rights, licenses and authorizations.

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 of the WEB PORTAL is forbidden, and shall constitute a breach of intellectual property rights of NEWRY GLOBAL MEDIA, S.L., its affiliates and/or third parties, and therefore user commits to refraining from carrying out any of the aforementioned actions.

3. PRIVACY POLICY

Who is the controller of personal data?

NEWRY GLOBAL MEDIA, S.L. is the controller of the user's personal data and hereby informs user that such data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 (GDPR) and applicable legislation.

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 on the basis of legitimated interests pursued by user when using the application and/or WEB PORTAL (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 WEB PORTAL (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 confidentiality agreements for personal data processing as strictly necessary and required by the regulations to protect users' privacy (article 28.3 GDPR).

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

The WEB PORTAL 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 users provided in a dissociated way (without personal identification) for internal purposes, such as statistic preparation.

The WEB PORTAL may collect, store or compile certain non-personal information regarding its use.

Google Analytics is governed by Google's General Terms and Conditions, available at: <http://www.google.com/analytics/terms> as well as Google's Privacy Policy, available at: <https://policies.google.com/privacy>.

To deactivate Google Analytics: [https:// support.google.com/ analytics/answer/1009696?](https://support.google.com/analytics/answer/1009696?)

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 applicable authorities in the European Union 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

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

The users, by checking the corresponding boxes and entering data in the fields, marked with an asterisk (*) in the WEB PORTAL's forms, expressly accept in a free and unequivocal way, that their personal data is strictly 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 WEB PORTAL 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 applicable 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 applicable legislation 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 WEB PORTAL 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

6. LIABILITY DISCLAIMER

NEWRY GLOBAL MEDIA, S.L. reserves the right to edit, update, modify, suspend, delete or terminate the services offered by the WEB PORTAL, 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 WEB PORTAL 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 WEB PORTAL by a minor. The downloading and use of the WEB PORTAL is the sole responsibility of the user.

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

The responsibility for using the WEB PORTAL 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 WEB PORTAL, such as that resulting from failures, breakdowns or blockages in the operation of the WEB PORTAL (e.g., but not limited to: error in the communications lines, defects in the WEB PORTAL 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 WEB PORTAL by users.

7. LEGISLATION AND JURISDICTION

The user accepts that governing law and the competent courts for any conflict and/or differences in the interpretation or application of this Terms and Conditions are the Spanish courts and tribunals located in Madrid (Spain), expressly waiving any other law or jurisdiction.

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