



Privacy Policy, Terms of use and other conditions of Yceberg.com

You are visiting and browsing websites which content and functional principles are own by website owner named below as Owner. By visiting our website you entrust us your personal information and you undertake to comply with the terms of use described below. Here's what we collect and how we use it.

Owner of Yceberg.com is

Mgr. Miroslav Janura

Litovelská 678/12,

02401 Kysucké Nové Mesto, Slovakia

he is the author of the idea, the principles of functioning, behavior, reward and motivation of user/visitor in website Yceberg.com, as well as the author of the idea of tools to increase the motivation and progress of website users/visitors. He is also the author of the whole website functionality of the Yceberg platform. At the same time, he is the sole owner of the full copyright of Yceberg.com. Furthermore, in these terms only referred to as Owner.

Website

is the Yceberg.com site and all its subdomains on which the Yceberg platform operates and its principles are, in the manner in which the social networks operate, the sole property of the Owner and are subject of trademarks, copyright and copyright laws of the Slovak Republic, EU and international law. Furthermore, in these terms only referred to as Website.

Visitor

Website Visitor is everyone who visits the website Yceberg.com. There are no age or demographic restrictions. Visitors can support the website Yceberg project, they can promote the website idea in their neighborhood, but it is prohibited to copy content, website idea, principles and any other parts of the website. All rights, obligations and privacy rights of visitors are described in these terms below. Furthermore, in these terms only referred to as Visitor / Visitors.

Transformation from status Visitor to status User

can happen in two cases. In the first case, if Visitors are interested in creating their own Profile and Programs on the Website and in this sense they contact Owner. This contact changes the rights and obligations of visitors - see the Terms below, part A 3).

The other way of this transformation is to change project status from the status of Website to the status of Social network / Platform of Yceberg. In this case, Owner will update or change the Terms and will inform by sending this updated Terms to all registered Visitors. New terms will also be posted on the Website / Social Network /Platform of Yceberg.com. Owner is not responsible for delivering new terms to the email address and also for restrictions and failures of email and internet services of Visitors / site user sides and services that may affect delivery of new rules and terms to visitors.



A) Privacy Policy

List of processed personal data and other data:

- 1.) Cookies.
- 2.) Personal information you provide to us by submitting a form.
- 3.) Data (personal data, texts, photos, videos etc.) provided by mail.

A 1.) Cookies

Cookies are small data files that are issued to your device memory, to web browser memory, when you visit a website and that store information about your use of a service.

These files are anonymous and contain information such as language, type and version of your browser, and other settings when viewing the page (but not information about person using it). Your browser sends us cookies that serve to analyze Visitors / User's behavior on our Website and to improve and simplify their usability and ensure the proper functioning of the site.

We use Google Analytics for analysis. Cookie expiration time is 12 months.

A 1.1) Setting cookies in browser.

Cookie settings can be changed in your web browser settings. By deleting, turning off or block cookies you will be able to visit our Website, but some features may not work properly.

A 2.) Forms, contact forms

Visitors / Users who sends us an email via the form voluntarily agree to the processing of his/her personal data (name, email, phone, IP) according to Art. 6 para. 1 (a) (a) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data (General Data Protection Regulation - "GDPR") and under the Data Protection Act No. , According to § 13, §14 and §19 of Law No. 18/2018 Collection of Laws on the Protection of Personal Data and pursuant to Section §12 of the Civil Code of the Slovak Republic. Sent data will be used to communicate the message content sent by the sender, in particular to inform visitors about news from Yceberg.com, to announce the launch of the Yceberg crowdfunding campaign, or to send a marketing cooperation offer. The data from form will be archived for three years and then will be deleted. Personal information can also be used to send newsletters, and email offers.

A 2.2) Access to personal data

We do not publish, disclose, allow access to data (described in parts A 1 – A 2) to other entities or third party. Data are protected at multiple levels.

A 2.3) Rights of visitors by EU laws

Visitors can ask by written email only, for these rights:

- access to his/her personal data,
- the right to rectify, delete or limit the processing,
- the right to object to processing,
- the right to portability of data,
- the right to withdraw the consent to the processing of personal data at any time,



- the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic,
- the Right to forget, delete personal data - the right to revoke personal data processing at any time.

A 2.4) Other

The Owner undertakes never to sell or make the user's personal information available to any third party other than provided for in these terms and conditions, unless the Owner is compelled to do so by law.

Whilst the Owner will do all things reasonably necessary to protect the Visitors / User's rights of Privacy, the Owner cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of the Visitors/ User's personal information, whilst in their possession, made by third parties who are not subject to our control, unless such disclosure is as a result of their gross negligence.

A 3) Data (personal data, texts, photos, videos etc.) provided by mail

According to laws, visitors by sending data (personal data, texts, photos, videos, etc.) by email or by other social network channels of Yceberg, agree voluntarily on the processing of these data by Owner for publishing on Yceberg.com, for promo and marketing purpose, documentation purpose and their use, processing and publication on electronic media, as well as use in mass media.

The person concerned acknowledges that the provision of personal data is voluntary and is withdrawing from his / her personal data processing at any time.

The rights of visitors on these sended data are described in section A 2.1) and in the addition of In accordance with § 12 of Act no. 40/1964 Coll. Of the Civil Code, as amended, and Section § 13 of the Personal Data Protection Act in the Slovak Republic



B) Terms of use and other conditions.

- 1.) By entering this Website all Visitors / Users agree to be bound by these terms and conditions.
- 2.) The Owner reserves the right to modify, change, amend, postpone, suspend or cancel this website.
- 3.) The Owner treats the Visitors's /Users's personal data as strictly confidential, unless the Owner is entitled to share it as set out in these terms and conditions.
- 4.) All Content on the Website, is provided on an "as is" basis, and may include inaccuracies or typographical errors and Owner will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owner make no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link.
- 5.) Owner of this Website will not be responsible for any kind of damage, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked Website to the extent permissible by law.
- 6.) The Owner shall not be responsible for any telecommunication/internet/submission failure on the part of the Visitors's / User's service provider.
- 7.) All publicity and other materials will be the sole property of the Owner.
- 8.) The Owner provide certain information on the Website. Content displayed at the Website is provided by real people with permission given to Owner, or are maden from free license content, or are created illustrative non-real content to demonstrate principles of functions and use of service of this Website. Some content (like ads for example) is just fiction to demonstrate purpose, possibilities and principles of this Website. All the proprietary works, and the compilation of the proprietary works, belong to the Owner and the Content is protected by Slovak Republic and EU and international Copyright laws.
- 9.) The Owners grant the Visitors / Users a non-exclusive, non-transferable, limited and revocable (reversible) right to access, display and use of Website for personal, non-commercial and information purposes only, but do not grant Visitors / Users to download and otherwise copy the current and future content of Website.
- 10.) This Website and the content may not be reproduced or otherwise exploited for any commercial or uncommercial purpose without the express prior written consent of Owner.
- 11.) The copyright license by Slovak Republic, EU a and International laws does not allow by this Term of use to the Visitors / Users to collect descriptions or other information displayed here, and does not allow any derivative (copied, downloaded, screenshotted or derived) use of this Website or the content for the benefit of another merchant or owner. The Visitors / Users may not frame the Website or the content without the express written consent of Owner.
- 12.) Any unauthorised use of content and the principle of functioning of the service of this Website is criminal and violates copyright and the rights of the Owner.
- 13.) The Owner may make any changes to the Website, the content, or to products or services offered through the Website at any time and without notice to the Visitors / User. All rights of the content is reserved and retained by the Owner. Except as specified in these Terms. The Visistors / User is not granted a license or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the content.
- 14.) If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be



considered a waiver. Any amendment to or waiver of these Terms must be made in written form and signed by us.

15.) Slovak Republic law shall govern these competition terms and conditions and the courts of Slovak Republic shall have exclusive jurisdiction.

16.) Despite the highest possible technical and software security efforts of the website from Owner possibilities, the Owner is not responsible for changing the content of the website if the website is attacked. The website in standard does not contain any vulgar, racially or religiously oriented or sexually oriented content in its status.

17.) We will not transfer any of your rights or obligations under these Terms to anyone else without your consent.

18.) We reserve all rights not expressly granted to you.

19.) A copy of these terms and conditions may be obtained from www.yceberg.com, by emailing us at yceberg.info@gmail.com.

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