



General Terms of Use

1 Introduction

SmartGames.tv is a service edited by NGINE NETWORKS SARL whose registered office is 30 rue Proudhon, 93210 La Plaine Saint Denis, France, hereinafter the "Company". As a user of SmartGames.tv, you agree to abide by these General Terms of Use, hereinafter the "GTU". If you do not agree to this GTU, you must not use SmartGames.tv.

2 Using of SmartGames.tv

2.1 Fees to access Smartgames.tv

Equipment (SmartTV, Set-Top-Boxes, computers, mobile phones, internet browser, etc.) used to access SmartGames.tv services are under your exclusive responsibility, as are the telecommunication costs incurred by their use.

2.2 Usage Rules

When using SmartGames.tv, you agree to abide by the rules include the following:

- Comply with applicable laws and respect the rights of third parties, and these provisions.
- Respect the intellectual property rights relating to content supplied by SmartGames.tv and by other users.
- Never divert a SmartGames.tv feature from its originally intended usage.
- Not to send SmartGames.tv or other users any data your private information which if disclosed could be prejudicial to you or your family.
- Do not distribute information or content that is not consistent with reality or misleading
- Do not distribute content that is pornographic or immoral.
- Do not distribute information or content that may harm the rights of others or is defamatory, libelous, obscene, offensive, violent or inciting to violence, political, racist or xenophobic, and generally any material contrary to the purpose of SmartGames.tv , laws and regulations.

- You behave fairly towards SmartGames.tv and other users.

- Do not knowingly overload the SmartGames.tv service to reduce performance SmartGames.tv; prevent the normal use of SmartGames.tv by other users ; Interrupt and / or slow down the normal circulation of communications between users.

In particular, do not load more than 1000 pages during the same hour.

2.3 Breach to these rules

In case of failure by a user to one or more of these rules, the Company reserves the right to unilaterally block access to any or all services, either temporarily or permanently, without any compensation.

3 Data privacy

SmartGames.tv website and services respect your right to privacy and complies with the relevant Data Protection regulation in France and in the European Union. SmartGames.tv does not store any personal information.

3.1 Cookies

SmartGames.tv uses cookies when you visit the website, so you do not have to enter the same information every time you access the site. You can deactivate the use of cookies by changing the preferences in your web browser. In this case, some features of SmartGames.tv may not longer be available or may work partially.

3.2 Technical data collection

Some technical data can be collected, such as the version of your web browser (Opera, Webkit, Chrome, ...), your operating system (Linux, Tizen, Android, tvOS, etc.), the technical IDs of your equipment (mobile IMEI number, MAC address, etc.), and your IP address.

4 Intellectual Property

The trademarks, logos, text, graphics, photographs, animations, and video content services, applications and SmartGames.tv website are the intellectual property of the Company or its partners and may not be reproduced, or used or represented without the express authorization of the Company. The rights of use are granted to you by the

Company under digital format on your Equipment for the purpose of viewing pages accessed by your web browser or a dedicated SmartGames.tv application. Any other use is prohibited without the prior written consent of the Company.

4.1 SmartGames.tv services usage

You are prohibited from editing, copying, reproducing, uploading, posting, transmitting, commercially exploiting and / or distributing in any manner whatsoever the SmartGames.tv services, the SmartGames.tv website pages, and the SmartGames.tv applications, or part of its computer codes.

4.2 User failure to fulfil its obligations

Any failure by a user to fulfill its obligations under the law or these General Terms of Use, the latter guarantees the Company against any sentence passed against him. This warranty covers both the benefits that might be paid as legal fees and court costs that may be charged to him.

5 Operation of the Service

5.1 Skills, equipment and software

You must have the skills, hardware and software required to use SmartGames.tv and acknowledge that the features and limitations of the Internet does not ensure the security, availability and integrity of data transmissions.

5.2 Outage

The Company does not guarantee uninterrupted or error-free service. Specifically, the operation of such services and applications may be momentarily interrupted for maintenance, upgrades, or to change the content and / or its presentation and / or for technical improvements in general.

5.3 Maintenance advance notice

Wherever possible, the Company shall inform its users ahead of any maintenance and / or upgrade operation. Users waive the right to hold the Company responsible for the maintenance and operation of the SmartGames.tv website, SmartGames.tv services and applications.

5.4 Malfunctions

Likewise, the Company's liability cannot be sought in case of malfunction, access denial, and / or poor conditions of use of SmartGames.tv service due to inadequate device, and / or an Internet browser not suitable for that purpose and / or disruptions caused by the ISP or the telecom operator, and / or network congestion data, and / or for any other reason out of the Company control.

5.5 Suspension or termination of the service

The company reserves the right to suspend, cancel or terminate the SmartGames.tv service, the SmartGames.tv

website and / or related applications with a three (3)-day notice posted on the website. The Company cannot be held liable on the consequences for such a suspension or termination of the service.

6 Service changes

The Company reserves the right to modify or change at any time the pages of its SmartGames.tv website, related applications Connected TVs, Set-up-boxes, for mobile phones or computers, services, prices and / or General Terms of Use applicable thereto. These changes shall become effective when they are online on the SmartGames.tv website. Failing that, you will be deemed to have accepted these modifications by continuing to use the SmartGames.tv website or SmartGames.tv services and / or applications. Users are invited to view the latest version of the General Terms of Use on the website. The presence of a user on any of the SmartGames.tv services, including website implies full acceptance of any revision or modification of the General Terms of Use.

7 Governing Law and Jurisdiction

These terms and conditions are governed by, construed and enforced in accordance with the French law. The version in French language will be used in case of dispute about the meaning of a term or provision of these General Terms of Use. Subject to applicable law, the courts of the place of the registered office of the Company shall have sole jurisdiction in any dispute relating hereto, including, but not limited to, their validity, interpretation, execution and / or termination and its consequences.