The statute for the mobile application "MORE DIAMONDS"

1. General provisions

- This statute of the provision of services via e-mail (hereinafter referred to as 'Statute') is the statute of the mobile application More Diamonds available on the website <u>www.morediamonds.eu</u> and determine the terms and conditions of the use of the mobile application More Diamonds (hereinafter referred to as 'Application').
- 2. Services accessible by Application are provided by MORE DIAMONDS LTD Company number **13524307**, address 590 Kingston Roan, London, England, SW20 8DN, e-mail: <u>office@morediamonds.eu</u> (hereinafter referred to as 'More Diamonds').
- 1.3. The statute determine in particular:
 - a. types and range of services provided electronically
 - b. conditions for the provision of electronic services, including
 - i. technical requirements necessary to work with the ICT system used by More Diamonds (service provider)
 - ii. prohibition on providing illegal content by the Application User
 - c. conditions for concluding and terminating contracts for the provision of electronic services
 - d. complaints procedure
 - e. principles of processing personal data of the Users

2. Conditions of the Application's use

2.1. The use of the Application is possible on smartphones that support one of the operating systems indicated below

- a. Android 4.4 and its new versions
- b. iOs 9 and its new versions

2.2. A User as defined in this Statute is a natural person who is a User of the More Diamonds applications, who has installed it on his smartphone (with the operating system indicated in section 2.1.) (hereinafter referred to as "User")

1

2.3. User cannot use this Application without registration.

2.4. In order to use all the functionalities of the Application, the User should register in the Application by providing the User's e-mail address and access password, with which he will log into the application.

2.5. Registration in the manner specified above is made once (i.e. it will remain automatically registered each time the Application is launched by a registered User, without the need to re-register). A registered User may use the option to delete an account by notifying the Service Provider of a wish to resign in the form of a declaration on the form. Removal of the account results in the deregistration of the User from the Application. In order to use the functionality of the Application, the User should re-register.

2.6. The effect of deleting the account is the removal of all information processed regarding the given account as part of the application and the Website, in particular data on the Diamonds held. Diamonds held by the User at the time of account deletion are decommitted.

- 2.7. The application enables the User in particular
 - a. Buying and using: "hangars "," radars "," drones ";
 - b. Collecting diamonds;
 - c. Preview of the current amount of diamonds and diamond transaction history;
 - d. Transmission of Diamonds (Generation of code for use in an application);
 - e. Structure preview;
 - f. Purchase of a VIP account;

2.8. By starting to use the Application, the User accepts these Regulations by selecting the appropriate "check-box"

2.9. The data necessary for the proper functioning of the Application, due to the property of this service, are login (email) and password to the Application

2.10. The Application and services provided as part of the Application are free of charge and payable in the form of a VIP account purchase. Using the Application may generate data transfer to and from mobile networks. The cost of data transfer referred to in the preceding sentence shall be borne by the Application User according to the tariffs applied by his mobile operator.

2.12. The provision of illegal content by the User via the Application is prohibited.

2.13. Using the Application other than within the permitted use without the consent of More Diamonds is unacceptable.

3. User's personal data

3.1. The administrator of the User's personal data is More Diamonds

3.2. The User's personal data is processed in order to correctly provide services within the Application, in particular:

- a. Conclusion and performance of the contract for the provision of services within the Application
- b. Charge of diamonds;

- c. Answering the User's inquiries and requests addressed to More Diamonds via the form available at http://morediamonds.eu;
- d. Direct marketing of More Diamonds' own products or services;
- e. Processing complaints;
- f. Service, investigation and defense in the event of mutual claims .

3.3. The legal basis for the processing of User's personal data by More Diamonds for the purposes indicated above is:

a. due performance of the contract for the provision of services under the Application (in accordance with Article 6 (1) (b) of the GDPR), to which the User and More Diamonds are a party in accordance with the Regulations the legitimate interest of the administrator (in accordance with Article 6 (1) (f) of the GDPR) - for the purpose of handling, investigating and defending in the event of mutual claims, including in the event of the User withdrawing from the contract, preventing fraud, direct marketing, consideration of complaints.

3.4. The User's personal data may be disclosed by More Diamonds to entities cooperating with it(recipients) when handling the Application (e.g. IT service providers) and providing services under it, including considering complaints.

3.5. The User's personal data is processed for the duration of the contract between the User and More Diamonds for the provision of services in the form of providing the User with the Application (i.e. for the entire period of using the Application by the User until its uninstallation), and also until the expiry of mutual claims arising from of this contract, and after this period deleted.

3.6. The User has the right to:

- a. to request from More Diamonds access to personal data concerning the User,
- b. to request rectification of personal data concerning the User,
- c. to request the deletion of personal data concerning the User,
- d. to demand that the processing of personal data concerning the User be restricted
- e. to object to the processing of data in two cases:
- f. due to a special situation in cases where the data is processed on the basis of a legitimate interest, and
- g. when personal data are processed for marketing purposes.

3.7. The objection may be submitted to the e-mail address: office@morediamonds.eu or to the address of More Diamonds with the note "Personal Data".

3.8. To transfer data to another administrator, i.e. receiving personal data from More Diamonds, in a structured, commonly used, machine-readable format. The user may send this data to another data controller or request that More Diamonds transfer the data to another data controller, only if the transfer is technically possible. The right to transfer personal data applies only to those data that are processed on the basis of a contract or consent.

3.9. The User has the right to fill a complaint to the President of the Personal Data Protection Office.

3.10. Providing personal data by the User is voluntary, but necessary for the provision of services provided under the Application. In particular, providing personal data is necessary to

conduct the complaint procedure in the event of a complaint filed by the User. Failure to provide personal data or providing false or incorrect data by the User makes it impossible for More Diamonds to consider the complaint submitted by the User and to respond to the User.

3.11. Personal data of More Diamonds Participants are processed in accordance with the More Diamonds Regulations available in particular at <u>http://morediamonds.eu/</u>

4. Complaints

4.1. The complaint procedure regarding the functioning of the Application is conducted by More Diamonds. Complaints may be submitted in particular to the More Diamonds address indicated in paragraph 2 above with the note "Complaint", as well as using the electronic form available at http://morediamonds.eu. The complaint should enable the identification of the person submitting it in order to inform him about the method of considering the complaint. For this purpose, the person submitting the complaint should indicate in the complaint, for example: his name and surname, e-mail address, delivery address, user number assigned as part of the User's account. Complaints are considered within 30 days from the date of their submission.

4.2. Complaints about the Website are considered on the terms set out in the Program Regulations.

5. Final provisions

5.1. The User may uninstall the Application at any time (which will mean the termination of the contract for the provision of electronic services via the Application). Uninstalling the Application does not mean resignation from participation in the More Diamonds Website.