

## Checkpoint Terms & Conditions

### Basic Terms

- You must be 13 years or older to use this site.
- You may not post nude, partially nude, or sexually suggestive photos.
- You are responsible for any activity that occurs under your screen name.
- You are responsible for keeping your password secure.
- You must not abuse, harass, threaten, impersonate or intimidate other Checkpoint users.
- You may not use the Checkpoint service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.
- You are solely responsible for your conduct and any data, text, audio, video, information, screen names, graphics, photos, profiles, business, offers, products, services, links ("Content") that you post on the Checkpoint service.
- You must not crawl, scrape, or otherwise cache any content from Checkpoint including but not limited to user profiles, photos, videos, texts, individual and business information.
- You must not create or submit unwanted comments to any Checkpoint members ("Spam") and any Checkpoint services.
- You must not use web URLs in your name without prior written consent from Checkpoint.
- You must not, in the use of Checkpoint, violate any laws in your jurisdiction (including but not limited to copyright laws).
- Violation of any of these agreements will result in the termination of your Checkpoint account. While Checkpoint prohibits such conduct and content on its site, you understand and agree that Checkpoint cannot be responsible for the Content leaved in its app and web services and you nonetheless may be exposed to such materials and that you use the Checkpoint services at your own risk.

### General Conditions

- We reserve the right to modify or terminate the Checkpoint services for any reason, without notice at any time.
- We reserve the right to alter these Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, we will notify you via internet mail according to the preference expressed on your account. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgement.
- We reserve the right to refuse service to anyone for any reason at any time.
- We reserve the right to force forfeiture of any username that becomes inactive, violates trademark, or may mislead other users.
- We may, but have no obligation to, remove Content and accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.
- We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

## Proprietary Rights

- Checkpoint contain Content of Users. Except as provided within this Agreement, you may not copy, modify, duplicate, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Checkpoint.
- Checkpoint does NOT claim ANY ownership rights in the Content that you post. By displaying or publishing any Content on Checkpoint you hereby grant to Checkpoint a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such Content, including without limitation distributing part or all of the Site in any media formats through any media channels.
- You represent and warrant that: (i) you own the Content posted by you on or through the Checkpoint or otherwise have the right to grant the license set forth in this section, (ii) the posting and use of your Content on or through the Checkpoint does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person, and (iii) the posting of your Content on the Site does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Content you post on or through the Checkpoint services.
- Although the Checkpoint services are normally available, there will be occasions when the services will be interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond the control of Checkpoint.
- Checkpoint will normally only delete Content that violates this Agreement, Checkpoint reserves the right to delete any Content for any reason, without prior notice. Deleted content may be stored by Checkpoint in order to comply with certain legal obligations and is not retrievable without a valid court order.

19/12/2020

## **Data and Privacy**

### **Collection of data**

- We collect content received from you when using our services, e.g. data provided during account registration, videos, photos and text information left in the application and Checkpoint services.
- We collect data on your activities: we record when you use and when you last used our applications and services, when and what posts you leave, and when, and how you react to content left by other users
- We collect data about the device you use when using our application and services.

### **Usage of data**

- We use location related information, such as where you are currently located, where you live, places you visit, to deliver, personalize, and improve our products and services.
- We use the information we have to develop, test and improve our products and services, including research and surveys, and to test, and troubleshoot new products and features.
- We use the information we have to verify accounts and activities, combat misconduct, detect and prevent spam and, other misuses of products and services.
- We use the information we have to send you communications about our products and services and to inform you about our rules, and regulations.
- We use the information we have to conduct and support social research.

## **GDPR**

Under the General Data Protection Regulation (GDPR), you have the right to access, correct, transfer, or delete your data. You also have the right to limit the processing of your data. The available permissions include the following:

- the right to object to data processing for direct marketing purposes.
- the right to object to the processing of data in areas in which we operate for the public interest, legitimate self-interest, or the interest of third parties.