# Terms and Conditions

#### 1 **Definitions**

For the purposes of these Terms and Conditions, the following terms shall have the meanings indicated below:

The Website means the Internet resource and accompanying services located at www.chessrook.com.

The Administration means employees authorized to manage the Website.

The User means a person who has Internet access to the Website and who interacts with the Website.

#### 2 General Provisions

These Terms and Conditions govern the use of chessrook.com, a Website located at www.chessrook.com, and all websites related to chessrook.com.

By using the Website, the User accepts these Terms and Conditions as amended from time to time.

The Website Administration reserves the right to amend, add, or delete any provisions of these Terms and Conditions at its own discretion without notice to the User.

The Website contains links to third-party websites. The Website Administration does not control such third-party websites and is not responsible for their content.

## 3 Limitation of Liability

The User uses the Website services at their own risk.

The services are available on "as is" basis. The Administration disclaims all responsibility, including fitness of the Website services to any particular User's purpose.

The User shall bear all risks and responsibility for any and all possible consequences ensuing from the use of any content available to the User through the Website services, including downloaded software, e-mails, user guides and manuals, etc.

The Administration shall not be liable to the User for any losses and/or damages ensuing from the use of Website services/features or any part thereof.

Some of the Website services are available only after registration on the Website. Upon registration, a unique user account is created for the User.

The User shall provide complete, valid information in the fields of the registration form, and shall keep this information up to date.

Should the Administration have any reason to believe that information submitted by the User is invalid and/or incomplete, the Administration reserves the right to ban or delete the User's account, and to discontinue provision of the Website services or part thereof to the User.

The Administration reserves the right to request the User at any time to confirm the User's information submitted during registration. Should the information submitted by the User during registration be insufficient to identify the User, the Administration reserves the right to deny access to the Website services to the User.

The User chooses their user account login and password at their own discretion. The Administration reserves the right to ban specific logins and impose limitations on logins and passwords (for example, password length, allowed characters, etc.).

The User bears all responsibility for strength and security of their password.

The User bears all responsibility for all actions (and all ensuing consequences) in relation to the use of Website services under their User account, including voluntary provision of User account credentials to third parties on any conditions (including agreements and contracts).

All actions in relation to the use of Website services under a User account are deemed to have been carried out by the User, unless the User specifically notified the Administration about unauthorized access to the Website services under their User account.

The User has no right to reproduce, clone, copy, sell or resell, and otherwise use any and all Website services (including content available through the Website services) and access thereto for any commercial purposes.

The User has the right to delete their User account on all Website services at any time.

## 4 Conduct and Fair Play

The User shall not use obscene language, whether explicit or implied by means of spelling alteration, omissions, or partial character substitution, in user registration form, comments, and all other communications on the Website.

The User shall not be engaged in any immoral behavior, make any propaganda or carry out any commercial activities (including advertising) when using the Website services.

The User shall not perform actions aimed at causing the Website's malfunction or failures (including by using malware).

The User shall not use any written chess materials or hardware/software means that give them an unfair advantage when playing (including the computer-aided game simulation, chess opening or endgame tables). However, it is allowed to use the written chess materials if the User plays against a computer.

The User shall not artificially boost their own or another user's rating or illegally change their rating by using software, fixing games, etc.

The User shall not perform actions aimed at getting access to the user account of another User (including hacking, password guessing, etc.).

The User shall not use more than one user account for playing the game.

The Administration reserves the right to restrict the use of the Website services for all or any Users, depending on their location, language of the service, etc.

The Administration reserves the right to: enable/disable the Website service features; restrict content; set a limit on the maximum allowed number of messages that can be sent to/received by a registered User; change the e-mail message size limit, the disk space limit, the maximum number of requests to the service within a specified time frame, the content storage period, special parameters of downloaded content, etc.

The Administration reserves the right to take any actions to prevent the Website from failures and malfunctions caused by automatically generated requests and cease accepting any data generated automatically.

The Administration reserves the right to deny access to Website services to multiple users who are sharing the same IP address.

Repeated violations of these Terms and Conditions may result in the Administration issuing the violating User a permanent ban from the Website services.

Inaction on the part of the Administration in the event of a violation by the User or other Users under the provisions of these Terms and Conditions does not deprive the Administration of the right to take appropriate actions in defense of its interests at a later date, nor does it constitute the Administration's waiver of its rights in the event of other similar violations.

## 5 Privacy Policy

We collect personal and non-personal user data to ensure that the services work effectively and to improve the Website.

- Personal data is data that identifies the User (name, email address).
- Non-personal data is data that does not identify the User. This includes anonymous data about chess games, data derived from the User's activity on the website, and anonymous demographic information.

Personal data can be collected in the following ways:

- Personal data that the User submits themselves when creating a User account or when using the Website services.
- Data that is sent to the Website services automatically by software installed on User's device, including IP address, cookies, information about User's browser, time of connection, URL of requested page.

The User's personal data is confidential, unless the personal data was willingly made publicly available by the User. The User agrees that some part of their personal data becomes publicly available.

When the User is authorized on the Website and is using the Website services, the Website saves information about the User's browser.

Generally, the Website collects unattributed data about the User's computer configuration and the operating system, browser plugins and ad blockers.

Specific collected information is listed below:

- List of ad blocker extensions;
- Value of the DoNotTrack parameter;

- o Screen resolution;
- Pixel ratio;
- User's CPU class;
- o Device memory;
- Touchscreen discovery and capabilities;
- Total number of logic processors available for the user agent;
- IndexedDB usage;
- OpenDB usage;
- Browser display language;
- Local data saving;
- o Platform;
- List of installed plugins;
- Time zone;
- Hash of an image generated with WebGL (WebGL fingerprinting);
- o Hash of an image generated with Canvas (Canvas fingerprinting);
- o List of installed fonts.

Although such data can be used to create a digital fingerprint which can be matched to webpage requests and identification data for tracing the users' activity on web resources, the Website and the Administration will never use this possibility.

However, this data can be used (including transfer to third parties) in order to identify simultaneous games using more than one user account, or using any hardware/software means for playing the game or for gaining an unfair advantage while playing.

The Website reserves the right to use personal data for the following purposes:

- To send notifications, requests for information in relation to the use and provision of Website services, as well as to process User requests.
- To improve the quality and user experience of existing Website services and develop new Website services.
- To carry out studies based on anonymous summary statistics.
- To disclose to authorized authorities, if requested according to procedures established by law.

The Website Administration follows personal data security policy and employs technological means to protect User's personal data from unauthorized or accidental access, deletion, alteration, blocking, copying, distribution, and other unauthorized actions carried out by third parties.

The Administration reserves the right to process and pass the non-personal data to third parties.