

1. General Provisions

1.1. The subject of regulation of this Privacy Policy (hereinafter - the "Policy") are the relations between Limited Liability Company MATRIX4 GAMES - FZCO, a company incorporated and operating under the laws of the United Arab Emirates, under license number 46871, having its registered office at IFZA Business Park, DDP, PO Box 342001, Dubai, United Arab Emirates, hereinafter - the "Company" which is the right holder of websites, services, programs and/or other products, including information, communication, advertising, educational, entertainment and other products (hereinafter referred to as "Services", and individually - the "Service"), and you (an individual Internet user), hereinafter referred to as "User", regarding the processing of information about the User, including personal data, in the process of using the Services by such person (hereinafter - "Information"). This Policy is available at: <https://matrix4.games/>.

1.2. Relations regarding the processing of information, including, but not limited to the collection, use, storage, distribution and protection of information on Users of the Services, shall be governed by this Policy, the privacy policies of individual Services (which specify, in relation to a specific Service, the list of processed data, including personal data, purposes, legal grounds for processing and other conditions) and other rules posted within the Services. We highly respect your privacy and comply with applicable laws, including, without limitation, the European Union General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), the UK GDPR, consumer privacy laws of Virginia, California, Colorado, Connecticut, Utah and other states and jurisdictions.

Before using the Company's Services, the User must familiarize himself with this Policy, as well as with all applicable rules.

1.3. When registering, accessing and/or actually using any of the Services, the User agrees to the terms of this Policy, the privacy policies of individual Services, as well as the terms of agreements, regulations and rules of the Services used by the User, which are posted on the pages (sections) of the respective Services, in the editions that were in effect at the time of actual use of such Services.

2. Composition of Information

2.1. The Information processed by the Company includes:

2.1.1. Account data, which means:

(a) data about the User provided by the User to create an account during the registration in the Service;

(b) additional information filled in by the User when editing their account while using the Service;

(c) data additionally provided by the User at the request of the Company in order to fulfill the Company's obligations to the User arising from the agreement for the provision of the relevant Service, for example (if applicable to the relevant Service): name, surname, date of birth, sex, mobile phone number, etc.

2.1.2. Other data necessary for the functioning of a particular Service, namely:

(a) data on technical means (devices), technological interaction with the Service, for example (if applicable to the relevant Service): Host IP address, type of User's operating system, browser type, geographic location, Internet service provider and other identifiers characterizing the Internet service provider;

(b) information automatically obtained when accessing the Service using cookies (if applicable);

- (c) information obtained as a result of the User's actions in the Service, in particular, information about the addition of any content (if applicable);
- (d) information obtained as a result of the actions of other Users in the Service (if applicable);
- (e) summarized analytical information on the use of the Services.

Account data and Other Data processed by the Company to the extent necessary and sufficient to classify them as personal data in accordance with the current legislation of the United Arab Emirates are processed by the Company as personal data under the terms of this Policy and the privacy policies of individual Services.

A detailed list of the processed Account Data and Other Data in relation to a particular Service is provided in the privacy policy of the respective Service.

In the event that any Service does not contain a specific privacy policy for the relevant Service, the terms of this Policy shall apply.

2.2. The functionality and rules for using individual Services may provide the User with the opportunity to post in the Services any other information (if applicable) other than that specified in clause 2.1. hereof, unless it contradicts the requirements of current legislation.

The Company does not intend to process such information, as well as biometric and special categories of personal data. By posting information, the User understands that it may be available to an indefinite number of Internet users, subject to the settings of the desired level of privacy (in particular, information posted in chat rooms and forums by other users).

2.3. If the functionality of the used Service allows to reflect information about the User in his Account, which is available for viewing by other Users of such Service or Internet users, the User agrees to reflect information about him in his Account. The User agrees that Information, including Account data and Other Data, as well as other information may be available to other Users of the relevant Service and/or other Internet users, taking into account the existing functionality of the Service (which may be changed from time to time by the Company).

2.4. The Company does not verify the Account data provided by the User and cannot judge their reliability or whether the User has sufficient legal capacity to provide such Account data. However, the Company proceeds from the fact that the User provides reliable and sufficient Account data and timely updates them. By registering in the respective Service or accessing it without registration, the User confirms that he/she has reached the legal age of use of such Service in accordance with applicable law.

2.5. Processing of Other Data when using mobile applications

The Company may receive and process Other Data about Users who use the Company's mobile applications by integrating the SDK into mobile applications, as specified in the privacy policy of the corresponding Company service. Such Other Data shall be processed solely for the purpose specified in clause 3.2 hereof, under the terms and conditions and in the manner specified herein.

3. Conditions for processing Information

3.1. Processing of the User Information shall be performed by the Company in accordance with the following principles:

3.1.1. legality of purposes and methods of processing of the Information;

3.1.2. good faith of the Company;

3.1.3. conformity of the purposes of processing of the Information to the purposes pre-determined and declared upon collection thereof, as well as to the powers and authority of the Company;

3.1.4. conformity of the volume and nature of the Information processed, methods of its processing to the purposes of processing of the Information;

3.1.5. inadmissibility of integration of databases containing the User Information created for incompatible purpose.

3.2. Purposes of Information Processing

The Company processes Account data and Other Data of Users of the Services in order to fulfill agreements concluded with Users on the use of the relevant Services.

3.3. Collection of Information

The User's Account data shall be collected when the User registers with the relevant Service by filling in the registration form or by other available means, as well as in the future when the User edits the previously provided information or supplements the Account data (if applicable) on their own initiative using the tools of the respective Service.

Collection of Other Data shall be performed by the Company itself in the course of the User's use of the Service. In some cases collection of Other Data of the User shall commence upon gaining access to the Service by the User (for example, when loading a webpage or launching an application) up to the moment of their registration in the respective Service.

3.4. Information Processing and Transmission

Account data and Other Data of Users shall not be transferred to any third parties, except in cases expressly provided for by this Policy, the policies of individual Services, other applicable rules, as well as applicable law.

The Company may transfer Account data and Other Data of Users to third parties, in compliance with the purpose specified in clause 3.2 hereof. Such third parties may include:

- persons who provide the Company or the Company's affiliates with services related to the placement and display of advertising in programs, products or services owned or controlled by such persons (for example, owners of websites and applications, advertising networks and other persons, etc.);
- persons who order services for displaying advertising to Users on the websites and/or services of the Company or affiliates of the Company;
- persons who have legal grounds to process the Accounting and Other Data, for example, if the Accounting and Other Data is transferred to such persons with the consent of the User, including if the Accounting and Other Data are necessary to provide the User with the relevant service or to fulfill a specific agreement or contract concluded with the User, in particular, mobile operators for sending Users messages (e-mail, sms, push notifications and other types of mailings) with advertising and informational content, including from the Company's partners to whom the User has expressed consent to send him messages, as well as messages about the introduction of new or cancellation of old functions of the Services. These persons also include partners and affiliates of the Company, the processing of data by which is provided for by the terms of this Policy, in particular: «ASTRUM» LLC, «ASTRUM LAB» LLC, «OUR GAMES» LLC.
- any state or local authority to which the Company is obliged to provide information in accordance with applicable law upon request.

In order to provide high-quality, multifunctional, easy-to-use Services, and Services focused on the personal needs and interests of Users, the Company shall develop, improve, optimize the current and introduce new functionality of the Services (information, communication, advertising, educational, entertainment and other nature), including with the participation of partners and/or affiliates.

Taking into account the above, as well as taking into account the Company's compliance with the processing purposes specified in clause 3.2 of this Policy, the User agrees and authorizes the Company to perform the following actions:

- processing, including collection, recording, systematization, accumulation, storage, clarification (updating, changing), comparison, extraction, use, blocking, deletion/destruction of Account and Other data of the User;
- transfer of Account data and Other Data to partners and affiliates, and their processing by partners and affiliates, on the basis of instructions from the Company (in the ways specified in this clause), as well as joint processing by partners and affiliates of Account data and Other data with data available at their disposal partners and affiliates;
- collection (receipt) from partners and/or affiliates of the results of processing Account data and Other data together with data at the disposal of partners and affiliates, including in the form of integer and/or text values and identifiers.

In some cases the certain functionality of the Services may be provided not by the Company, but by the third parties that operate independently of the Company and do not act for or on behalf of the Company. In this case the Users shall, on their own, familiarize themselves with the code of service and information/personal data security policy of such third parties prior to using the respective Service functionality.

The Company may provide the User with the opportunity to transfer Account data to third parties through special technologies (Open ID, etc.), subject to the User's consent to such transfer. The Company does not guarantee to the User the completeness and correctness of the transfer of the Account Data and is not responsible for the safety of the data in the process of transfer.

The Company may carry out cross-border transfer of Other Data to third parties when providing certain Services, if this is provided for in the privacy policy of the relevant Service. Use of information collected from Google API on the Services is subject to the Google API Services User Data Policy, available online at: https://developers.google.com/terms/api-services-user-data-policy#additional_requirements_for_specific_api_scopes subject to the limitations specified therein, namely for the purpose of providing the User and improving the functionality of the relevant Service. In this case, the information obtained in this manner may not be used to display (target) advertising materials to the User and for other purposes related to unauthorized access to the content of the User's correspondence.

It is not allowed to extract and use Account data and Other Data of Users, including for commercial purposes, without the permission of the Company.

3.5. Information Storage

User Account and Other Data shall be stored in the United Arab Emirates, whereby storage shall be performed exclusively on electronic media, and processing shall be performed using automated systems, unless non-automated processing of Account and Other Data is necessary in connection with the fulfillment of the requirements of applicable laws.

Account data and Other Data shall be stored until the purposes of their processing are achieved, unless otherwise specified in the privacy policy of the relevant service.

3.6. Information Retention Periods

Account data and Other Data shall be stored by the Company during the term of the agreement between the User and the Company on the use of the respective Service and after termination of such agreement — during the period required and established by the applicable legislation of the United Arab Emirates.

3.7. Termination of Information Processing

We will retain your personal data for as long as required to perform the purposes for which the data was collected, depending on the legal basis for which that data was obtained and/or whether additional legal/regulatory obligations mandate that we retain your personal data during the term that is required and/or permissible under applicable law.

You may either delete your personal data by removing the data from your Account, or by deleting your Account in its entirety. Alternatively, you may request us to do so by contacting our support team at support@matrix4.games.

We may remove your Account or the information you post, as provided in the User Documentation. At the same time, we will not delete personal data if it is relevant to an investigation or a dispute. It will continue to be stored until those issues are fully resolved and/or during the term that is required and/or permissible under applicable law.

Where possible, we may also de-identify, anonymize, or aggregate the information we collect, or collect it in a way that does not directly identify you. We may use and share such information as necessary for our business purposes and as permitted by applicable law.

4. Rights and obligations of Users when processing their Information

The Users shall be entitled to:

4.1. to access information about yourself free of charge by viewing your User Account in the respective Service;

4.2. using the tools of the Service to set the desired level of confidentiality (conditions of access to information) with respect to the information about himself/herself, taking into account the functionality of the relevant Service (if applicable);

4.3. independently make changes and corrections to the information about himself/herself by editing the information in the User Account, provided that such changes and corrections contain up-to-date and reliable information;

4.4. delete information about yourself by editing the information in the Account of the relevant Service (if applicable); in this case, the deletion of certain information about yourself by the User from the User's Account in some Services may result in the inability to provide the User with access to these Services.

4.5. to demand from the Company to clarify the information about the User, block or destroy it if such information is incomplete, outdated, unreliable, unreasonably obtained or is not necessary for the stated purpose of processing and if the functionality of the Service does not allow the User to delete such information independently;

4.6. on the basis of a request to receive information from the Company concerning the processing of information about the User.

4.7. to refuse to process personal data by submitting a request to the Company in accordance with the procedure provided for in Section 7 of this Policy.

5. Measures to protect information

5.1. The Company shall take technical, organizational and legal measures to ensure protection of the User Information against unauthorized or accidental access thereto, destruction, modification, blocking, copying, distribution, as well as other illegal actions.

5.2. Technical security measures shall be implemented by the Company in accordance with the requirements of the applicable law, current level of technology, nature of the information processed and risks associated with its processing.

The Information shall be mainly processed automatically without access to it by employees and/or contractors of the Company. If such access is provided to employees or contractors of the Company, then only to the extent necessary for such persons to perform their official duties or obligations under the contract with the Company, and such persons shall comply

with security requirements when accessing Information. To protect and ensure data confidentiality, all employees/contractors shall follow internal policies and procedures regarding the processing of information. The said persons also shall comply with all technical and organizational security measures provided for by the applicable law and required to protect the User information.

6. Limitation of the Company's liability

6.1. The Company shall not be liable for disclosure and distribution of information about the User by other Users of the Services or other Internet users if such persons have accessed the said information in accordance with the User's chosen privacy level settings of the respective Service, or if the User has violated the security of his/her login and/or password or other data required for authorization.

7. User Communications

7.1. Information about the data processed by the Company, including personal data of the User, due to their use of the relevant Service shall be provided to the User or their representative when applying (requesting).

7.2. Requests shall be sent in writing to the address of the Company's location or in any other form provided for by the applicable law of the United Arab Emirates.

7.3. The User may withdraw consent to the processing of their personal data by sending the Company a written application to the location of the Company in accordance with applicable law.

8. INTERNATIONAL TRANSFERS

8.1. Sometimes, when it is reasonably necessary, we may transfer and maintain some of your personal data on our or our partners' servers or databases outside the European Economic Area (EEA), including in CIS.

8.2. Some of the countries to which we transfer your data may not have the same data protection laws as your jurisdiction. In such case, we will take reasonable cyber security measures and/or put in place where required the Standard Contractual Clauses (e.g. Model Clauses, Data Processing Agreement/Addendum) to ensure your data is adequately protected

9. CONTACT US

9.1. If you have any questions, please send your inquiries to our support team at support@matrix4.games or send your request to us in writing to the Company's address. Please, quote this Privacy Policy so we can deal with your inquiry efficiently. We will aim to respond to you within 15 days from receipt of your request or a shorter period as may be prescribed by the applicable law.

9.2. We will need to verify your identity before we are able to process your inquiry and may request additional documentation or information solely for the purpose of verifying your identity.

9.3. All correspondence received by us from you (written or electronic inquiries) is classified as restricted-access information and may not be disclosed without your written consent, unless otherwise prescribed by the applicable law. The personal data and other information about you, which we receive alongside with your inquiry, may not be used without your consent for any purpose other than for responding to the inquiry, except as expressly provided by law.

9.4. We have appointed a Data Protection Officer ("DPO"). If you have any questions about your personal data processing, the enforceability of this privacy policy, or any other privacy concern, contact our DPO at dpo@matrix4.games.

10. Changes and additions to this Policy

10.1. This Policy and the policies of individual Services may be changed by the Company at any time, except as expressly provided for by applicable law. Any change hereto shall be brought to the attention of Users, in particular, by publishing the updated version on the Website, the Service website and/or sending a notification to Users in any way available to the Company. The updated Policy and the policies of individual Services shall come into force on the date of their publication, unless otherwise expressly provided by applicable law. User is advised to check the Website and the Service website from time to time for notifications of such changes. The User's refusal to act on familiarization may not serve as a basis for the User's failure to fulfill the User's obligations and the User's failure to comply with the restrictions set forth in the Policy and the policies of individual Services. If the User does not agree with the changes, the User may stop using the Service. The User's continued use of the Service shall be deemed to be acceptance of any revised terms and/or conditions.

10.2. The User has the right to refuse to accept changes and amendments to this Policy and/or the policies of individual Services, which means that the User refuses to use all and/or individual Services and all rights previously granted to him/her.