Last revised: 29 April 2022

# **PRIVACY POLICY**

Your privacy is important to us. As part of our efforts to facilitate and make your experience with the Dynasty 11 Studios Inc. Application as user-friendly and enjoyable as possible, we may collect and use certain information you provide to us. This Privacy Policy addresses the collection, use, and disclosure of information that Dynasty 11 Studios Inc. may gather during your use of the Application. UNLESS OTHERWISE DEFINED IN THIS PRIVACY POLICY, TERMS USED IN THIS PRIVACY POLICY HAVE THE SAME MEANINGS AS IN THE APPLICATION TERMS OF USE.

Please review the entire policy to learn the types of End User information Dynasty 11 Studios Inc. gathers, how Dynasty 11 Studios Inc. uses that End User information, what End User information is disclosed and to what third parties, and how Dynasty 11 Studios Inc. safeguards your End User information.

Please also check back periodically as this Privacy Policy may change from time to time. We will notify you of any material changes by publishing the new Privacy Policy on the Application. The End User information Dynasty 11 Studios Inc. gathers is and will be subject to the Privacy Policy in effect at the time the information is gathered. Should you have any questions or concerns at any time, please feel free to contact us.

This Privacy Policy applies only to the Dynasty 11 Studios Inc. Application. This Privacy Policy does not apply to any Applications managed, maintained, and/or hosted by third parties not directly affiliated with Dynasty 11 Studios Inc. that you may visit, e.g., via a link provided through the Application or on an Application maintained by any third party. Dynasty 11 Studios Inc. does not control the privacy policies of other Applications to which we may provide hyperlinks. We encourage you to learn more about the online privacy and data security policies of third party Applications directly from such third parties, as their policies may differ from ours.

By submitting your information to us and by using the Application, Dynasty 11 Studios Inc. will assume that you have read, understood, and consent to the Agreement, which includes this Privacy Policy, the Application Terms of Use, and all other applicable Dynasty 11 Studios Inc. rules and policies. We also assume that you consent to Dynasty 11 Studios Inc.'s use of your information as described in the Agreement. If you do not consent, you should not access or use the Application.

## 1. Information Dynasty 11 Studios Inc. Collects

#### (a) Personal Information and Non-Identifying Information

We may ask you for personally identifiable information if, for example, you contact us requesting information or a demonstration of our services. This refers to information about you that can be used to contact or identify you ("<u>Personal Information</u>"). Personal Information includes, but is not limited to, your full name, email address, and any other information that could be used to personally identify you.

We also collect other information that you provide as part of registration and the administration and personalization of your account with us that does not identify you ("Non-Identifying Information"). Non-Identifying Information includes, but is not limited to, your age, username, survey answers and individual preferences. Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your gender only or your viewing preferences).

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the Application, facilitate and complete transactions for you, and respond to correspondence from you. We may also use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your account information.

We may also combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other users to attempt to provide you with a better experience, to improve the quality and value of the Application, and to analyze and understand how the Application is used.

# (b) Usage Data

When you visit the Application our servers automatically record information that your device sends whenever you use an Application. The information sent automatically by your device is referred to as "<u>Usage Data</u>." This Usage Data may include information such as the manufacturer and model of your device; your Internet Service Provider (ISP); your device's Internet Protocol ("<u>IP</u>") address (or other device identifier), device type, and operating system; referring/exit pages; clickstream data; Application access times and dates, pages of the Application that you visit, the time spent on those pages, and information you search for on the Application; and other statistics.

We use this information for technical administration of the Application, including to monitor and analyze use of the Application, to increase the functionality and user-friendliness of the Application, and to better tailor the Application to End Users' needs.

Usage Data may be non-identifying or it may be associated with you. Whenever we associate Usage Data with Personal Information, we will treat it as Personal Information.

#### 2. Collection of Information

Dynasty 11 Studios Inc. may use a number of different techniques and technologies to collect Personal Information, Non-Identifying Information, and Usage Data. For example, Dynasty 11 Studios Inc. may use cookies, log files, clear gifs, pixel tags, embedded scripts, and/or other technology used to monitor your use of the Application.

#### (a) Forms

We request certain information from you through the use of forms when you send us correspondence through the Application.

#### (b) Cookies

As is regular practice on many Applications, the Application uses cookies and other technologies to help us understand which parts of the Application are more popular and how much time users spend there. A cookie is a small amount of data that is sent to and stored on your device from our server. Cookies may, for example, allow a user to enter a password less frequently or remember a user's preferences during an online session.

The Application uses cookies to determine whether an End User is active and for other business purposes. The Application may include first-party cookies (i.e., cookies that send data directly to Dynasty 11 Studios Inc. and agents and contractors acting on behalf of Dynasty 11 Studios Inc., including cookies used to monitor, analyze, and administer the Application). Since cookies are now used as industry standard, most devices automatically accept cookies, but you can usually change your device's settings to decline them. If you prefer not to enable cookies, you may choose to disable them; however, please note that certain features on the Application will not be available to you once cookies are disabled.

## (c) Usage Data

Usage Data are collected automatically by the Application's servers and software. For example, because the Application automatically collects Usage Data for all End Users that visit the Application, your Application session will be tracked. You agree that we may collect and use technical data and related information, including technical information about your device, system and application software, and peripherals, to maintain and support the Application generally.

Additionally, in some of our email messages, Dynasty 11 Studios Inc. may use a "click-through URL" linked to content on the Application. When an End User clicks onto one of these URLs, the End User will pass through our server before arriving at the destination Web page. Dynasty 11 Studios Inc. tracks this click-through data to help us determine End User interest in certain subject matter and measure the effectiveness of these End User communications. You can avoid being tracked in this way by not clicking text or graphic links in emails from Dynasty 11 Studios Inc.

Finally, we may use clear gifs or pixel tags, which are tiny graphic images, in order: (i) to advise us of what parts of the Application End Users have visited, (ii) to measure the effectiveness of any searches End Users perform, and (iii) to enable us to send emails in a format that End Users can read and tell us whether such emails have been opened in order to ensure us that we are sending messages that are of interest to End Users.

# (d) Tracking

Some devices may be configured to send Do Not Track signals to Applications, or users may use similar mechanisms, to indicate a user's preference that certain web technologies not be used to track the user's online activity. The Application does not accept or process such Do Not Track signals or similar mechanisms.

#### (e) **Public Communications**

Please note that if you use any bulletin board, chat room, comment posting feature, or other public communication service, forum, or feature offered through the Application, or post any information available for viewing by other End Users, any of the information that you share will be visible to other End Users. The information that you make available can be read, used, and collected by other End Users to send you unsolicited messages outside of the Application. Dynasty 11 Studios Inc. is not responsible for the manner in which the Personal Information that you decide to share will be used by other End Users.

#### 3. Use and Sharing of Information by Dynasty 11 Studios Inc.

The End User information that Dynasty 11 Studios Inc. collects may be added to our databases and used for business purposes, including for marketing and promotional purposes, for a statistical analysis of End Users' behavior, for product development, for content improvement, or to customize the content and layout of the Application. In addition, Dynasty 11 Studios Inc. will, on occasion, send emails to you about the Application or third-party products. If you do not want to receive email from us, visit the "Opt Out" or "Unsubscribe" link at the bottom of any Dynasty 11 Studios Inc. email to remove yourself from continued receipt of such email messages.

Dynasty 11 Studios Inc.'s policy is not to share the End User information it collects with third parties other than as specified below, or where an End User expressly consents to our sharing of certain information with a third party. We may share End User information with third parties under the following circumstances:

#### (a) Business Partners and Vendors

We may employ third party companies and individuals for any of the following: to facilitate the Application; to provide the Application or portions of the Application on our behalf; to perform related services, including without limitation, maintenance services, database management, fulfillment, web analytics, and improvement of the features or functionality; or to assist us in analyzing how the Application is being used.

#### (b) **Promotions**

From time to time, we may offer promotions through the Application that require a separate registration. By participating in such a promotion, you agree to the official rules for the promotion, which may require that you provide certain information. Information collected in

connection with a promotion will be used consistently with the promotion's official rules and this Privacy Policy.

# (c) Business Transfers

As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, information about End Users generally is often a transferred business asset. In the event that Dynasty 11 Studios Inc. itself or substantially all of Dynasty 11 Studios Inc.'s assets are acquired, information about our End Users may be one of the transferred assets.

# (d) Compliance with Law and Protection of Dynasty 11 Studios Inc. and Others

We may release End User information when we believe, in our sole discretion, that release is appropriate: to comply with the law, including but not limited to, in response to a subpoena served on Dynasty 11 Studios Inc.; to enforce or apply the Agreement, including the Application Terms of Use and other applicable agreements, rules, and policies; to protect the rights, property, or safety of Dynasty 11 Studios Inc., our End Users, or others; or to prevent activity that we believe, in our sole discretion, may be or may become illegal, unethical, or legally actionable (including exchanging End User information with other companies and organizations for fraud protection).

# (e) Aggregate Site Use Information

We may release aggregate End User information (without revealing any Personal Information about you) to advertisers and other third parties in order to promote or describe use of the Application.

#### 4. International Transfer

By accessing and using the Application, you acknowledge and agree that Dynasty 11 Studios Inc. controls and operates all parts of the Application from its offices in the United States of America and that the Application is intended for use by End Users located in the United States of America. Unless expressly stated to the contrary, Dynasty 11 Studios Inc. makes no representation that the Application is appropriate or will be available for use in other locations.

If you access the Application from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policy.

#### **5.** Changing or Deleting Your Information

All End Users who have created an account on the Application may review, update, correct or delete the Personal Information in their registration profile by contacting us. If you

completely delete all such information, then your account may become deactivated. We may retain an archived copy of your records as required by law or for legitimate business purposes.

# 6. Security

We employ administrative, physical, and electronic measures designed to protect your information from unauthorized access. For example, we use commercially reasonable security measures such as encryption, firewalls, and secure socket layers (SSL) to protect End User information.

Please note that no security system is impenetrable. Accordingly, we do not guarantee the security of our databases, nor that information you supply won't be intercepted while being transmitted to us over the Internet or other network. Any information you transmit to Dynasty 11 Studios Inc., you do at your own risk. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting through the Application in the most expedient time possible and without unreasonable delay, as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

# 7. Children's Privacy

We are committed to protecting the privacy of children. End Users must be at least thirteen (13) years of age to access and use the Application. Any access to or use of the Application by anyone under the age of thirteen (13) is unauthorized, unlicensed, and in violation of the Agreement. By using the Application, you represent and warrant that you are thirteen (13) years of age or older and that you agree to and agree to abide by all of the terms and conditions of the Agreement. If Dynasty 11 Studios Inc. believes that you are under the age of thirteen (13) or that you are not old enough to consent to and be legally bound by the Agreement, Dynasty 11 Studios Inc. may, at any time, in its sole discretion, and with or without notice: (i) terminate your access to or use of the Application (or any portion, aspect, or feature of them), or (ii) delete any content or information that you have posted through the Application.

#### 8. Contacting Us

If you have any questions about this Privacy Policy, please contact us at:

Dynasty 11 Studios Inc. contact@dynasty11.com