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PREAMBLE

This Privacy Policy (hereinafter "Policy") describes how Limited Liability EXBO Company (hereinafter "EXBO") processes User's Personal data. By expressing consent in the forms presented in the Game, the User or Users's representative (hereinafter "User") accept the Policy.

DEFINITIONS

- **Device** — any personal computer (PC) as well as other devices which support the Platform, which allows the use of the Game according to its functional purpose.
- **The Game** — STALCRAFT game, a computer software developed and published by EXBO intended for installation and use on Devices.
- **End-User Licence Agreement ("EULA")** — the text of this document with all its annexes, amendments, and addendums displayed during the installation process of the Game or at the time of the User's first launch of the Game.
- **Personal data** — any information relating to an identified or identifiable natural person.
- **Platform** — EXBO launcher, the software required for the User's participation in the Game, which is to be independently installed on the User's computer (Device) and is available for download on the Website.
- **Website** — <https://stalcraft.net>

ACCEPTANCE OF THE POLICY CONCERNING MINORS

To accept the Policy, the User must reach the age of sufficient legal capacity under applicable legislation (the laws of the country of User's residence). If the User is under the age of legal capacity, the User should ask parents or other legal representatives for assistance before using the Game. By continuing to use the Game, the User certifies that they have either reached the age of legal capacity to accept the Policy or that their parent/legal representative has reviewed and agreed to the terms of the Policy. If the User, as a parent or other legal representative, find out that the User's child has accepted the Policy without consent, they can contact EXBO at law@exbo.net. EXBO will promptly erase the corresponding data and inform its partners about it.

APPLICABLE LEGISLATION



EXBO treats the collection and use of User's data responsibly. Considering the international nature of the distribution of the Game, the Policy was developed in such a manner as to comply with the requirements of the General Data Protection Regulation (European Union) 2016/679 (hereinafter "GDPR"), as well as with the requirements of the State of California (USA), including California Consumer Privacy Act 2018 (hereafter "CCPA") and the US federal laws, as those setting a high standard for protection and responsible processing of Personal data. In the Policy, EXBO also takes into account Privacy Shield framework agreements, to which Switzerland and the European Union are parties. EXBO confirms that its internal processes are aligned with the Policy.

AMENDMENT OF THE POLICY

Over time, EXBO may unilaterally amend the Policy, including complying with the latest changes in the applicable law. All changes come into force from the moment they are published here, unless a different period is indicated in the text of the amendments. EXBO will make every effort to organize additional ways to notify Users of amendments to the Policy, but EXBO asks Users to regularly check for the latest version.

ABOUT EXBO

Company name: Exbo East Limited Liability Company

Registration number: 221140035112

Legal address: Dinmukhamed Qonayev St 12/1 Astana 020000, Kazakhstan

E-mail: law@exbo.net

CONTENTS AND CONDITIONS OF DATA PROCESSING

2.1. In order to implement the Agreement between the User and EXBO, EXBO needs to support the Game, as well as its functionality, including user support, restoring progress in the Game when switching Devices, analysing statistics of the Game to improve Users' experience, correcting errors in the Game, determining the need for changes in commercial decisions regarding the Game.

2.2. To achieve these objectives, and in compliance with applicable laws, EXBO will collect, store, aggregate, organize, extract, compare, use, and supplement User's data (hereinafter "processing"). EXBO will also receive and pass this data on to the partners, as set out in the table below.



2.3. EXBO set out in more detail the information it collects when the User uses the Game, why EXBO collects and processes it, and the legal bases below:

Personal Data	Legal Basis for Collection	Purpose(s)
For User to Play the Game		
Device Information	EXBO's legitimate interest in improving the Game	In order to prevent technical issues that may occur when the User uses the Game, and to improve its usability for the User, EXBO collects, stores, and uses information about the device on which the User uses the Game, including information about the type of device, hardware and operating system, settings, unique device identifiers, and error information (if available). The type of device and its settings often determine whether all or part of the information is collected.
Location Data	The User's Consent, which the User provides by accepting the provided form in the Game	In order to improve the Game's usability, EXBO may also collect the User's precise location data from the Device. The device's MAC address and IP addresses may be used to determine the User's approximate location.
User ID, User's name, User Avatar	Performance of a Contract (i.e. EULA) which the User accepts by using the Game. The User's Name and User's Avatar are processed only if the User decides to provide them voluntarily	Identification and personalization of the User's account.
User UP address, the Device's unique ID, and User statistics	Performance of a Contract (EULA)	Prevention and investigation of Fraudulent behaviour and behaviour related to a breach of EULA.



<p>User Statistics (behaviour)</p>	<p>Legitimate interests, which, inter alia, include the processing of data manifestly made public by the User, where it is accessible by other users of the Game</p>	<p>EXBO uses this information in order to manage and administer the Game, including providing the Game to the User. EXBO may also use this data in order to tailor and improve the adverts that are presented to the User and to measure the effectiveness of these advertisements.</p>
<p>Information that is created by the User while using the Game (including information that the User may post in any Game chats). This information may be available to some or all other users of the Game</p>	<p>Legitimate interests, which inter alia, include the processing of data manifestly made public by the User</p>	<p>EXBO uses this information in order to manage and administer the Game, including providing our Game to the User.</p>
<p>Information that is received about the User as the result of other users' actions in the Game (in particular, information posted in chat by other users)</p>	<p>Legitimate interest</p>	<p>The User uses this information in order to manage and administer the Game, including providing the Game to the User.</p>



Data obtained via third parties, including User's social network IDs, social network nicknames, avatar, email, and friends list, when the User connects User's social account (e.g. Facebook, Steam) to the Website.	Legitimate interest	EXBO uses this information in order to manage and administer the Game provided to the User.
Email	User's Consent	For sending marketing and advertising materials (including targeting ads) to User's personal email
For the User to Use Customer Support		
Name, Email address, Device Information, User ID, User's Name, User's Avatar, Location Information	Performance of a Contract (EULA) User's Consent, which the User provides by accepting the provided form in the Game	EXBO may need some of the User's Personal data in order to be able to contact the User and provide the requested help. The User has the option to contact EXBO customer support team by using social networks and email. When the User does so, EXBO will collect and use this information to respond to the User's requests and/or comments.

2.4. User's personal information may also be processed if it is required by a law enforcement or regulatory authority, body, or agency to exercise legal claims. EXBO will not delete personal information 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/relevant law.

2.5. EXBO does not process any sensitive and special categories of data about the User (including data relating to User's health, racial or ethnic origin, political opinion, religious or philosophical beliefs, sex life, and sexual orientation).

2.6. If EXBO intends to further process User's data for any other purposes besides those set out in this Privacy Policy, EXBO shall provide the User with



details of these purposes before commencing data processing in the respective update of this Privacy Policy.

TRANSFERRING PERSONAL DATA TO THIRD PARTIES

3.1. EXBO may transfer User's data to third parties indicated in this Policy within the designated purposes.

3.2. Username and other information that the User provides or posts while using the Game can be available to all users of the Game. EXBO takes technical and organizational measures to ensure that User's data is safe. By posting a User's personal information in publicly accessible areas (resources accessible by other users of the Game), the User manifestly makes this information public, and it may become available to other users of the Game and be copied and/ or disseminated by such users. Please keep in mind that once other users have gained access to or copied the User's data, neither the User nor EXBO can delete or remove such data from the possession of those other users.

3.3. The transmission of Personal data with the recipients (whatever their legal status, subcontractor, processing manager, or just recipient) is carried out securely and in the application of an agreement between EXBO and each recipient as may be necessary under applicable law. EXBO undertakes to ensure that each recipient knows the directive principles of Personal data protection and submits them in the application of the law and/or of a particular contract.

3.4. In case EXBO shares User's data with selected third parties, including its third-party contractors, EXBO always ensures that these third parties undertake confidentiality obligations regarding User's Personal data collected while the User uses the services or applications they offer.

3.5. EXBO shares the User's data with the following categories of partners:

3.5.1. Payment Processors. In order for EXBO to enable the User to successfully complete User's purchases, EXBO provides User's data necessary for such transactions to the following services (including emails, User ID):

a) Xsolla Inc.: Privacy Policy: <https://xsolla.com/privacypolicy#section1>

b) Unitpay: Privacy Policy: <https://unitpay.money/en/policy>



3.5.2. Software Providers. In order for EXBO to properly provide the Game, EXBO needs to use third-party software solutions, for example, to conduct in-game text chats, for this purpose EXBO uses the services of:

- a) **Unity Technologies (Vivox):** Privacy Policy: <https://unity.com/legal/game-player-and-app-user-privacy-policy>

3.5.3. Storage Services. Some of the data EXBO collects is stored on the servers of third-party storage services of the following server providers:

- a) **OVH:** Privacy Policy: <https://www.ovhcloud.com/en-ie/personal-dataprotection/gdpr/>
- b) **DataPacket:** Privacy Policy: <https://www.datapacket.com/privacy-policy>

3.5.4. Other Providers. In order for EXBO to properly provide the Game and the services, EXBO needs to use third-party services:

- a) **Cloudflare, Inc.:** Privacy Policy: <https://www.cloudflare.com/privacypolicy/>
- b) **Mailgun Technologies, Inc:** Privacy Policy: <https://www.mailgun.com/legal/privacy-policy/>
- c) **Functional Software, Inc (Sentry):** Privacy Policy: <https://sentry.io/privacy/>
- d) **Yandex LLC:** Privacy Policy: https://yandex.com/legal/metrica_eea_termsfuse/

3.6. EXBO may also share User's data with its affiliates and keep some of User's personal information in its business records for accounting and compliance purposes. As such, EXBO may also disclose the User's personal information to a third party if EXBO decides to transfer a business to that third party, so the User can continue to receive service and information in connection with that business with as little disruption as possible. Similarly, in the event of a merger, acquisition, reorganization, bankruptcy, or other similar events, User's personal information may be transferred to its successor or assignee.

3.7. EXBO reserves the right to disclose User's personal information as required by law, by court order, or in special cases when EXBO has reason to believe that disclosing such information is necessary to identify, contact, or



bring legal action if the User or third parties are violating the EULA, any other terms of services provided by EXBO or its affiliates or any applicable law, for the purpose of defence of its rights and interests. EXBO also reserves the right to disclose User's personal information if EXBO has a good faith belief that it is necessary to prevent fraud or other illegal activities.

INTERNATIONAL TRANSFERS OF PERSONAL DATA

4.1. EXBO may transfer and maintain on its servers or databases some of User's personal information between the European Economic Area (EEA) and the United States of America.

4.2. The countries to which EXBO transfers the User's data may not have the same data protection laws as User's jurisdiction. EXBO takes reasonable cybersecurity measures and/or put in place the Standard Contractual Clauses (e.g. Model Clauses, Data Processing Agreement/Addendum) to ensure User's data is adequately protected.

TYPE AND PERIOD OF PERSONAL DATA RETENTION

5.1. EXBO takes technical, organizational, and legal measures, including, where suitable, encryption, to ensure that User's Personal data is protected from unauthorized or accidental access, deletion, modification, blocking, copying, and dissemination.

5.2. EXBO will retain User's personal information 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 EXBO retains User's personal information during the term that is required and/or permissible under applicable/relevant law.

5.3. The User may delete User's Personal data by deleting the data from User's Account.

5.4. The User may directly request EXBO to delete User's data from the Game by contacting EXBO via at the following e-mail address: law@exbo.net.

5.5. The User may request to remove User's account and data on the Platform by contacting the Platform support services.

5.6. In order to avoid possible fraud by third parties, when the User requests the deletion of Personal data or account, in accordance with the clauses of 5.4 and 5.5 of the Policy, EXBO Company may request additional information to verify the identity of the User, which will allow confirming that it was the User who sent the corresponding request.



5.7. If EXBO Company fails to verify the identity of the User, EXBO Company may reject the request to delete User's Personal data or User's account in order to protect the User's Personal data from the actions of unauthorized third parties.

5.8. For California residents: If the User's request to delete Personal data or account is satisfied, EXBO Company may retain some Personal data that is necessary for EXBO Company to continue to fulfil its obligations under applicable legislation. In particular, EXBO Company has the right to retain Personal data necessary for:

5.8.1. Tax and accounting in relation to the transactions carried out for the User.

5.8.2. Prevention of fraud by third parties.

5.8.3. Ensuring safety of the Game and preventing violations of the Licence Agreement.

5.9. EXBO will ensure the secure storage of the User's Personal data and will not allow its use or processing beyond the specified purposes.

USER'S RIGHTS REGARDING PERSONAL DATA

6.1. The User has the following rights, in certain circumstances, in relation to the User's personal information:

6.1.1. Right to access User's personal information.

6.1.2. Right to rectify User's personal information: the User can request that EXBO updates (except for the nickname), blocks or deletes User's Personal data, if the data is incomplete, outdated, incorrect, unlawfully received, or no longer relevant for the purpose of the processing.

6.1.3. Right to restrict the use of User's personal information.

6.1.4. Right to request that User's personal information is erased if:

- a) it is no longer required in relation to the purposes for which it was gathered or processed in another way;
- b) the User withdraws User's consent concerning processing subject to consent;
- c) the User is justifiably opposed to the processing;
- d) it has been subject to illicit processing, or it is imposed by law.

6.1.5. Right to object to the processing of User's personal information.

6.1.6. Right to data portability (in certain specific circumstances).

6.1.7. Right not to be subject to an automated decision.



6.1.8. Right to lodge a complaint with a supervisory authority.

6.1.9. For processing based upon User’s consent, the right to withdraw that consent at any time.

6.1.10. The User may have other rights under the legislation of the country of residence, including the right to define the instructions relative to the outcome of User’s Personal data after User’s death.

6.2. If the User would like to exercise these rights, the User should contact EXBO at the following e-mail address: law@exbo.net. EXBO will aim to respond to the User within 30 days from the date of receipt of User’s request.

INFORMATION FOR EU RESIDENTS

7.1. The User can exercise all the rights provided for in the section 6 in accordance with GDPR.

7.2. EXBO may transfer Personal data relating to the User outside the EEA, since EXBO may transfer it to third-party services located outside the EEA. In order to ensure User’s rights regarding the collection, storage, and processing of Personal data, the User has a right to file a complaint with the authority at the place of residence. The list of responsible authorities can be found at: https://edpb.europa.eu/about-edpb/aboutedpb/members_en

7.3. In accordance with the section 4 User’s data may be transferred to EXBO partners in the following countries:

Partner	Country of Registration	Adequacy of protection decided by the Commission	Safeguards
Xsolla Inc.	The United States	Absent	Standard contractual clauses adopted by the EU Commission with the provision of the assessment of the level of protection regarding Personal Data.
Unitpay	Russia	Absent	Standard Contractual Clauses.



Unity Technologies	The United States	Absent	Standard Contractual Clauses.
Cloudflare, Inc.			
Functional Software, Inc.			
Mailgun Technologies, Inc			
DATA PACKET	UK	Present	Data transfer to this country is expressly permitted by The European Commission.

7.4. EXBO undertakes to store User's Personal data only in those jurisdictions that use the necessary security mechanisms to protect User's Personal data, including various data encryption methods. With each of the partners where it is mentioned above, EXBO accepts obligations under the standard contractual clauses adopted by the EU Commission, which give EXBO a legal basis for such a transfer.

7.5. By agreeing to the processing of User's Personal data in accordance with this Privacy Policy, the User gives EXBO explicit consent to transfer User's Personal data to jurisdictions outside the EEA, despite all possible risks of such a transfer.

INFORMATION FOR CALIFORNIA RESIDENTS (USA)

8.1. The California Consumer Privacy Act (hereinafter "CCPA") applies to the processing of Personal data in relation to customers who are residents of California.

8.2. EXBO takes measures to collect, use and disclose such data solely for the purpose of providing the Game to the User, or for other purposes provided for by the CCPA.

8.3. EXBO guarantees that it does not sell Users' Personal data directly for a monetary reward.

8.4. At the same time, EXBO understands that CCPA has a very broad understanding of the term "data sale". Apart from this, EXBO does not monetize the transfer of Personal data to third parties.



8.5. Under the CCPA, the User may exercise the following rights, among others:

8.5.1. Right to know: the User can request to disclose what Personal data EXBO has and why.

8.5.2. Right to delete: the User can request to delete User's Personal data.

8.5.3. Right to opt-out: as was mentioned earlier, EXBO does not sell User's Personal data. Regardless, the User can still request confirmation from EXBO or ask to stop selling User's data if the User feels to do so.

8.5.4. Right to non-discrimination: EXBO encourages the User to feel free in exercising User's rights under the CCPA. To exercise any of the User's rights, the User should contact EXBO at the following e-mail address: law@exbo.net

CONTACT EXBO

9.1. If the User has any questions, they should send the inquiries to law@exbo.net. In order to EXBO to deal with User's inquiry effectively, the User should quote this Privacy Policy. EXBO will aim to respond to the User within 30 days of receipt of User's request.

9.2. All correspondence received by EXBO from the User (written or electronic inquiries) is classified as restricted access information and may not be disclosed without User's written consent. Personal data and other information about the User may not be used without User's consent for any purpose other than for response to the inquiry, except as expressly provided by law.