



## END USER LICENCE AGREEMENT

### END USER LICENCE AGREEMENT

Please read this Licence carefully before installing Game (as defined below). This End User License Agreement (“EULA”) is an agreement between you, the “you” or “User”, and Fulqrum Publishing Ltd. (“Fulqrum”), which grants the User the non-exclusive, non-transferable and limited right to use the software program, application, or other digital content published by Fulqrum and to which this EULA is attached or presented with, the “Game”. The Game includes computer software owned by Fulqrum or its third-party suppliers/licensors and associated media, materials and other documentation together with any updates which are provided to you or which you may download from any web site or source authorized by Fulqrum expressly for such purpose. The Game also includes software required in order to access and/or use any on-line features and functionality which may be associated therewith. The terms and conditions of this EULA are without prejudice to any terms and conditions governing your use of any third-party proprietary software product which may be downloaded with the Game and which may be required in order to use certain features of the Game, which use may be subject to and conditional upon your acceptance and observance of additional third party end user license agreements. By installing the Game, the User is undertaking to respect the terms and conditions of the Licence. Before installing or starting to use any of the Game, you shall read and accept this EULA. The EULA describes the personal data processing issues in the Privacy Legal Note available herein below.

1. THE LICENCE Fulqrum grants the User a non-exclusive, personal, limited, revocable and non-transferable licence to use the Game (the “Licence”), but remains the owner of all the rights relating thereto. The License granted to you under this EULA is: • non-exclusive - you are not the only User (licensee) and we can grant same or any other license to any of the Game to others; • personal - you can use the Game only on your personal device (which is used solely for your personal purposes and primarily by you), and your use of the Game explicitly excludes any commercial or other non-personal use; • limited - you can use the Game only for the purposes and by means of usage as provided by this EULA; • revocable - that means we can terminate the License in certain cases as provided in Section 6 of this EULA below; • non-transferable - that means the License is granted solely to you, and you cannot assign, sublicense or otherwise transfer it to any other person (whether individual or entity). For avoidance of doubt, your rights and obligations under the License are also non-transferable whether in full or in part. Any rights not specifically transferred by this Licence remain the property of Fulqrum. The Game is licensed and not sold to the User, for private use. The Licence does not confer any right or title to the Game and cannot be understood as a transfer of intellectual property rights to the Game.
2. OWNERSHIP OF THE GAME The Game contains copyrighted material, trade secrets and other

proprietary material. The User recognises that all of the rights associated with the Game and its components (including, but not restricted to the titles, computer codes, themes, characters, character names, plots, stories, dialogues, places, concepts, images, photographs, animation, videos, music and text contained in the Game, along with in-game items and playable characters), as well as the rights relating to the trademark, royalties and copyrights, are the property of Fulqrum and are protected by Cypriot regulations or other Laws, Treaties and international agreements concerning intellectual property.

3. **USE OF THE GAME** The User is authorised to use the Game in accordance with the instructions provided in this EULA. The Licence is granted solely for private use. It is not permitted to: • operate the Game commercially or otherwise contrary to the intended use of the Game, • use it contrary to morality or the applicable laws in force, or in any malicious or deceiving way; • modify the Game or the code thereof, translate, reverse engineer, derive source code from, disassemble, decompile, or create derivative works of, the Game in whole or in part, except to the extent that such activities are expressly permitted by applicable mandatory law (including, without limitation, for the purpose of achieving interoperability as provided for under Directive 2009/24/EC); • exploit flaws in the Game; • use any software unauthorized by Fulqrum, which may interfere with the Game, create or distribute unauthorised levels and/or scenarios. The User cannot sell, sublicense or lease the Game to a third party. No part of the Game could be sold or transferred to other parties. Selling of accounts is strictly prohibited. Fulqrum has the right, at its sole discretion, to determine the territory within which the rights to use the Game are granted in accordance with this EULA. Access may be restricted only where required by applicable law, licensing obligations, or technical necessity. The Game may use automated systems (e.g., anti-cheat or content moderation). Where such systems qualify as AI under Regulation (EU) 2024/1689, Fulqrum ensures their deployment complies with applicable transparency and human-oversight requirements.
4. **USER ACCOUNT** Using the Game may require you to create a personal account (“User Account”). This may require an account with a third-party platform (such as Steam or Epic Games) or a separate account with Fulqrum, as indicated at the time of purchase or installation.
5. **USER GENERATED MATERIALS** The terms of this Section 5 apply only if the specific Game provides you with an editing software or other tools and features expressly intended for the creation of User Generated Materials (defined below). The following terms apply in relation to the editing software, which allows the User to construct new variations, modifications, derivations, adaptations, copies or improvements of the Game provided to you for use with the Game, or any other third-party software which is authorised to be used with the Game (“User Generated Materials”). Fulqrum acknowledges and agrees that all right, title and interest in the User Generated Materials shall belong to you. To the extent required by Fulqrum, with respect to the User Generated Materials, you automatically grant to Fulqrum the irrevocable, perpetual, royalty free, sub-licensable right and license under all applicable copyrights and intellectual property rights laws to use, reproduce, modify, adapt, perform, display, distribute and otherwise exploit and/or dispose of the User Generated Materials (or any part thereof) for any purpose reasonably related to the development, marketing, support, and distribution of the Game, its sequels, or related promotional materials and merchandise. Fulqrum hereby grants you a non-exclusive, non-transferable, limited, fully revocable right and license to use the Game with your User Generated Materials, subject to the terms and conditions of this EULA and any other policies which Fulqrum

publishes from time to time. The license you have been granted to synchronise the Game does not include any rights to (a) resale of the Game; (b) the distribution, public performance or public display of any Game other than as expressly authorised herein or in any policies published by Fulqrum; (c) modifying or otherwise making any derivative uses of the Game, or any portion thereof for any other reason. You acknowledge and agree that all right, title and interest in the Game in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, are for the benefit of Fulqrum. You hereby warrant and represent that any User Generated Materials which you synchronise with the Game shall not be discriminatory, racist, obscene, libellous, offensive, illegal, defamatory, inappropriate, invasive, or likely to adversely affect the reputation or goodwill of Fulqrum. You hereby warrant and represent that any User Generated Materials synchronised with the Game and the subsequent use and exploitation of any of those materials by you and or Fulqrum, will not infringe any rights of any person (corporate or otherwise) or otherwise result in any potential liability to Fulqrum and shall not be used for commercial exploitation by you (through pay-per-play or timesharing services or otherwise) unless expressly authorised by Fulqrum. Where user-generated content is made available through Fulqrum-controlled services, users may report illegal or infringing content via [reporting@fulqrumpublishing.com](mailto:reporting@fulqrumpublishing.com). Fulqrum will process such notices diligently and provide reasons for any takedown decisions in accordance with the Digital Services Act (EU) 2022/2065.

5A. MODDING POLICY (a) Permitted Modding Activity Fulqrum encourages creative, non-commercial modding that enhances the enjoyment of the Game and its community. Subject to this EULA and any technical or platform limitations and if technically feasible for a specific Game, you may create, share, and distribute non-commercial modifications (“Mods”) that: • operate only with a legitimate, unmodified copy of the Game; • do not include, reproduce, or distribute any part of Fulqrum’s proprietary content other than as necessary to operate within the Game; and • comply with this EULA, applicable law, and Fulqrum’s Position on the Use of Its Game Content and any other publicly posted content policies. (b) Prohibited Modding Activity If modding is possible for a specific Game, you may not create, use, or distribute any Mod that: • incorporates or reuses assets, missions, campaigns, or other materials from Fulqrum or third-party titles without written consent; • functions as a stand-alone game or requires any non-Fulqrum title to run; • is made or distributed for commercial purposes (including paid access, advertising revenue, sponsorship, or donations tied to access); • contains or promotes illegal, defamatory, obscene, hateful, or infringing material; or • misrepresents any affiliation with or endorsement by Fulqrum. (c) Ownership and Licence Back to Fulqrum Subject to Fulqrum’s underlying rights in the Game, you retain ownership of your original creative contributions in your Mods. By creating or publishing a Mod, you grant Fulqrum a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable licence to use, reproduce, modify, adapt, distribute, display, and otherwise exploit that Mod (in whole or in part) for any purpose related to the Game, its sequels, or related promotional materials and merchandise or its community. (d) Distribution and Platform Rules Mods may be shared only through platforms or repositories approved by Fulqrum (for example, Steam Workshop) and must comply with the relevant platform’s terms. Fulqrum may request the removal of any Mod at any time if it violates this EULA or applicable policies. (e) No Support or Warranty Mods are user-generated and are provided “as is.” Fulqrum does not test, endorse, or provide technical support for Mods and is not responsible for their content or performance. (f) Policy Updates Fulqrum may update this Modding Policy from time to time. Updated terms will apply prospectively to new or continued Mod activity.

6. **TERMINATION** The Licence is effective from the first time the Game is used. Fulqrum may terminate this Licence under the following conditions: a) For Material Breach: Fulqrum may terminate this Licence with immediate effect by notifying you if you commit a material breach of this EULA. A material breach includes, but is not limited to, any violation of the prohibitions listed in Section 3 and 5A(b), particularly those involving commercial exploitation, cheating, hacking, or the distribution of illegal or infringing content. b) For Other Breaches: For any other breach of this EULA, Fulqrum shall provide you with prior written notice of the failure and a period of no less than fourteen (14) days to remedy the breach. If you fail to remedy the breach within this period, Fulqrum may then terminate the Licence. Upon termination by Fulqrum, you shall immediately and permanently uninstall the Game. Termination by Fulqrum shall not affect any rights or liabilities accrued prior to the date of termination. In case of termination of the Licence by Fulqrum it will have no future obligations or liabilities vis-à-vis you. Termination by Fulqrum shall have immediate effect unless advised otherwise or required by applicable, mandatory rule. You can terminate this EULA immediately by permanently stopping use of the Game and deleting it from your device.
7. **PERFORMANCE&WARRANTY** Taking advantage of the Game may require minimum hardware and software capability (including a suitable connection to the Internet), to be found in the Game's description. Please make sure you meet such technical requirements before installing/using the Game. Fulqrum offers technical support that can be contacted via [support@fulqrumpublishing.com](mailto:support@fulqrumpublishing.com). Please be as specific as you can be about the problem you are experiencing and have the following details available: • The name of the manufacturer of your computer system • The brand and speed of the processor • How much RAM you have • The version number of Windows you are using (if you are not sure, right-click on the My Computer icon on your desktop and select 'properties') • The manufacturer(s) and model number of your video card, modem, and sound card. In order to ensure the best level of performance and user experience, we need to patch, update and modify the Game from time to time. That usually results in mandatory and/or automatic updates of the Game, and the older versions may not launch or operate until you update them. Update of the Game may result in the need to update the minimum hardware and software requirements for the Games. Fulqrum has the right to change the software code of the Game at any time at its sole discretion. Such changes may affect, among others, the functionality of the Game and its other content. For instance, we can add or remove Game content or features, fix bugs and errors, make balance changes, etc. Please pay special attention that some patches, updates and modifications may require (and over the time will definitely require) higher technical requirements to your device, or increase the device resources consumption by the Game, otherwise they may lead (and over the time will definitely lead) to performance drop of the Game and/or lower graphics or other settings. By accepting this EULA, you confirm and acknowledge that your refusal to update the Game may make its further use by you impossible, and this EULA shall be deemed suspended until you update the Game.
8. **HEALTH MEASURES** The User agrees that the Game may contain sound and video effects that, under certain circumstances, may cause an exacerbation of epileptic and other neurological disorders in persons prone to them, and confirms that he does not suffer from these disorders, and otherwise will not use the Game. The User understands and agrees that regular prolonged use of a personal computer or other technical device may cause various health disorders, including visual impairment, scoliosis, various forms of neuroses, and the like. The User guarantees that he will use the Game exclusively for a

reasonable period with breaks for rest and prevention of health disorders.

9. **WARRANTY LIMITATIONS** The User recognises expressly that he uses the Game at his own risk. THE GAME IS PROVIDED "AS IS" AND "AS AVAILABLE". FULQRUM EXPRESSLY DISCLAIMS ANY WARRANTIES FOR THE GAME OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFIED IN ARTICLE 7 OF THE EULA. The User is responsible for any costs arising from the repair and/or correction of the Game. To the extent provided by law, Fulqrum rejects any warranty relating to the market value of the Game, the User's satisfaction or its capacity to perform a specific use. The User is responsible for all risks connected with loss of profit, loss of data, errors and loss of business or other information as a result of owning or using the Game. Fulqrum does not guarantee that the Game will be uninterrupted or error-free, that defects will be corrected, or that the Game is free of viruses or other harmful components. As some jurisdictions do not permit the aforementioned warranty limitation, it is possible that it may not apply to the User. Nothing in this EULA limits your statutory rights under Directive (EU) 2019/770 or equivalent national law. Fulqrum remains responsible for ensuring that the Game conforms to the contract for a period required by applicable law.

10. **LIABILITY** In no event can Fulqrum be held liable for any direct, consequential, accidental, special, ancillary or other damages arising from the use or inability to use the Game, as well as from the ownership or poor functioning thereof, even if Fulqrum have been advised of the possibility of such damages. Notwithstanding the foregoing, nothing in this EULA shall limit or exclude Fulqrum's liability for: a) death or personal injury resulting from its negligence; b) damages caused by its willful misconduct or gross negligence; c) any liability which cannot be excluded or limited under applicable law, including any liability under mandatory product liability legislation. As some jurisdictions do not permit exemption from liability in the event of direct or incidental damage, it is possible that the aforementioned exclusion does not apply to the User. This Licence to use the Game grants specific rights to the User and he may have other rights, depending on the laws of his country.

11. **OTHER PROVISIONS** Only the English language version of this document is legally binding. Any translations of this document into other languages are provided for your convenience only. The provisions of this EULA are not intended to exclude or limit the rights available to consumers under the relevant provisions of applicable law. This EULA constitutes full agreement between the User and Fulqrum regarding the use of the Game by the User and substitutes any previous or contemporaneous oral and written agreements regarding the User's use of the Game. If any part of this EULA is held to be unenforceable, then it will not affect the enforceability of any other part of this EULA. Also, we and you agree to interpret the rest of this EULA in such a way as to reflect your and our intentions in this EULA as far as possible. Fulqrum may need to amend this EULA for material reasons, for example to reflect new features and functionality in the Game or to comply with changes in the applicable legislation. You will be informed of the particular changes and of your right not to accept them in advance by any means available to Fulqrum no later than thirty (30) calendar days before such changes come into force. You will be provided with the updated EULA. If you disagree with the changes, you can terminate the EULA by permanently stopping use of the Game and deleting it from your device. Your continued use of the Game after the changes come into force will constitute your acceptance of those changes. Changes to this EULA shall not affect the rights accrued by the User and shall not have retroactive effect.

12. **APPLICABLE LAW AND JURISDICTION** Unless otherwise expressly provided by applicable law, this EULA is governed by and construed in accordance with the laws of the Republic of Cyprus. In accordance with Article 14 of Regulation 524/2013/EU, the European Commission provides consumers with an online dispute resolution platform accessible at the following address: <https://ec.europa.eu/consumers/odr/> .
13. **CONTACT DETAILS** Fulqrum Publishing Ltd. Address: 27, 25 Martiou Str., D. Michael Tower, Office 105A, Engomi, 2408 Nicosia, Cyprus <https://www.fulqrumpublishing.com> **PRIVACY LEGAL NOTE**

On the basis of what legal provisions are or may be processed your personal data?

The rules on the protection of personal data (hereinafter referred to as the GDPR ) are set out, inter alia, in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance), the country related special acts (lex specialis).

1. "Personal data" - means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name and surname, identification number, location data, internet identifier or one or more specific physical, physiological, genetic, mental factors, economic, cultural or social identity of a natural person,
2. "Processing" - means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction,
3. "Developer" – the game’s provider – the company which developed the game,
4. "Publisher" – the game’s publisher – a company which published the game,
5. "Player" - a player of the game is its playing participant,
6. "Controller" - means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law,
7. "Supervisory authority" - means an independent public authority which is established by a Member State,
8. "Recipient" - means a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing,
9. "Processor" - means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller,
10. "Third party" - means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorized to process personal data,

11. "Third country" - an entity outside the EEA (European Economic Area) to which personal data is disclosed,
12. "Consent" - of the data subject means any freely given, specific, information and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her,
13. "Privacy Legal Note" - this document, presenting information on the principles of personal data processing in accordance with the substantive scope indicated in art. art. 13 GDPR - information clause regarding the processing of personal data,
14. "GDPR" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation: <https://eur-lex.europa.eu/eli/reg/2016/679/oj>)

Who does this Privacy Legal Note apply to?

This Privacy Legal Note applies to the processing of personal data of natural persons (data subject), for the players.

Who is the Controller?

Please be advised that Controller is Fulqrum Publishing Limited, Address: 27, 25 Martiou Str., D. Michael Tower, Office 105A, Engomi, 2408 Nicosia, Cyprus, Tax No.: CY10268076B, Register No.: HE268076.

Contact details to the Controller

Please send inquiries regarding the protection of personal data to the Controller by traditional mail to the above-mentioned address or by e-mail to the address: [dpo.cy@fulqrumpublishing.com](mailto:dpo.cy@fulqrumpublishing.com)

Data Protection Officer

Please be advised that the Controller has not appointed the Data Protection Officer. Inquiries regarding the protection of personal data should be directed to the Controller by traditional mail to the Controller's address or by e-mail to the following address: [dpo.cy@fulqrumpublishing.com](mailto:dpo.cy@fulqrumpublishing.com)

What is the source of the data?

Please, be informed, that personal data can be:

1. provided by player - while playing the game, the player can provide some information including personal data, for example name, surname, nick, location, IP address, language preferences, server location, technical issues connected with download or game access, information provided for technical support,
2. collected by developer – while playing the game, the developer can process the information, including personal data, automatically. For example, to create the statistics for the player, location, registration details, IP address, language preferences, server location, technical issues connected with game download or game access,
3. collected from other sources (third parties) - the developer may also receive information, including

personal data, about the player from third parties in connection with using the games' platforms or social media or other similar website or service, the company that operates that website or service may share some information with developer in accordance with their own privacy practices. The information about personal data processing is delivered by the third parties (for example in the Privacy Policy). The scope of the information, including personal data, may concern the user ID, name, email address or other information from the platform or social media account.

What scope of personal data is processed?

The Controller processes personal data to the extent necessary to achieve the purposes of processing indicated in the Privacy Legal Note. In accordance with the principle of minimization, the Controller processes only the scope of personal data necessary to achieve the purpose of processing.

For what purposes is or can your personal data be processed?

Personal data is or may be processed for the following purposes:

No. Purpose of personal data processing Scope of information including personal data Lawfulness of processing

1. Acceptance of End User Licence Agreement (available hereinabove) Platform ID IP/location Date/Time of entrance/activity Language preferences To implement the provisions of the End User Licence Agreement - the lawfulness of processing is art. 6 (1) b), f) GDPR
2. Game launched Platform ID IP/location Date/Time of entrance/activity Language preferences
  1. art. 6 (1) b) GDPR - processing is necessary to conclude and implement the provisions of the End User Licence Agreement (access to the game) with players, accepted by the players
  2. art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller – to keep control connected with the game access
3. Statistics - disclosing the statistics (results) of player (functionality in the game) Platform ID IP/location Date/Time of entrance/activity Language preferences History of gaming 1) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game
  2. Please, be informed that the statistics based on the result of gaming are published to the other players automatically. The player can hide / unhide disclosure of the statistic by using the dedicated functionality in the game
4. Lobby – chatting with other players before the game (functionality in the game) Platform ID IP/location Date/Time of entrance/activity Language preferences History of gaming History of chat 1) art. 6 (1) a) GDPR – consent given by action – the player may decide about chatting with other players
  2. art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game
5. Leader Boards (ranking of best players) (functionality in the game) Player's username Platform ID Score

- 1) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game
2. Please, be informed that the ranking of best players based on the result of gaming are published to the other players automatically. The player can hide / unhide disclosure of the statistic by using the dedicated functionality in the game
6. Friends invitation (automatic uploading the Friends' List generated and disclosed by the platform, inviting friends to the game, chatting with them) (functionality in the game) Platform ID History of chat Platform IDs of Friends 1) art. 6 (1) a) GDPR – consent given by action – the player may decide about inviting friends to the game, 2) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game
7. Teams (Players can join together and play as teams, they can chat to make cooperative actions) (functionality in the game) Platform ID History of chat Platform IDs of Team Members 1) art. 6 (1) a) GDPR – consent given by action – the player may decide about Teams playing and cooperation
2. art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game
8. Chatting within the gaming sessions (functionality in the game) Platform ID History of chat Platform IDs of Players participating in this exact session 1) art. 6 (1) a) GDPR – consent given by action – the player may decide about chatting within the gaming sessions
2. art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game
9. The technical support for player ID of a player Print screens Email address of a player Technical information about player's computer art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller
10. To send periodic emails, such as game's updates or information connected with the game e-mail art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller,
11. Personal data processed in connection with the exercise of rights in the field of personal data protection The scope of data necessary to exercise the rights of the person 1) art. 6 (1) c) GDPR - legal provisions,
  2. art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller

We hereby inform that depending on the purpose of processing, the scope of the indicated personal data may change.

How long will personal data be processed in accordance with the storage limitation principle (personal data retention)?

Please be advised that personal data are or may be processed for the period of:

No. Purpose of personal data processing Scope of information including personal data Duration of processing

1. Acceptance of End User Licence Agreement (available hereinabove) Platform ID IP/location Date/Time of entrance/activity Language preferences During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request.
2. Game launched Platform ID IP/location Date/Time of entrance/activity Language preferences During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request.
3. Statistics - disclosing the statistics (results) of player (functionality in the game) Platform ID IP/location Date/Time of entrance/activity Language preferences History of gaming 1) During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request  
2. Until the request of deleting the statistic is submitted
4. Lobby – chatting with other players before the game (functionality in the game) Platform ID IP/location Date/Time of entrance/activity Language preferences History of gaming History of chat During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request.
5. Leader Boards (ranking of best players) (functionality in the game) Player's username Platform ID Score 1) During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request  
2. Until the request of deleting the statistic is submitted
6. Friends invitation (automatic uploading the Friends' List generated and disclosed by the platform, inviting friends to the game, chatting with them) (functionality in the game) Platform ID History of chat Platform IDs of Friends During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request.
7. Teams (Players can join together and play as teams, they can chat to make cooperative actions) (functionality in the game) Platform ID History of chat Platform IDs of Team Members During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request.
8. Chatting within the gaming sessions (functionality in the game) Platform ID History of chat Platform IDs of Players participating in this exact session During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request.
9. The technical support for player ID Of player Print screens Email address of the player Technical information about players computer During the operation of the game, for as long as the game stays operational or until data is wiped out based on a player's request.
10. To send periodic emails, such as game's updates or information connected with the game e-mail 1) Until an objection to the processing is submitted  
2. For an indefinite period

11. Personal data processed in connection with the exercise of rights in the field of personal data protection

The scope of data necessary to exercise the rights of the person 1) For the period resulting from legal provisions (for an indefinite period),

2. Until an objection to the processing is submitted

Please be advised that the given periods of personal data processing for individual processing purposes may change, among others, as a result of amendments to the law or internal organizational changes. Under what circumstances is the provision of personal data a statutory or contractual requirement or a requirement necessary to enter into a contract?

Please be advised that providing personal data is:

No. Purpose of personal data processing Lawfulness of processing Processing

1. Acceptance of End User Licence Agreement To implement the provisions of the End User Licence Agreement - the lawfulness of processing is art. 6 (1) b), f) GDPR Processing of personal data to implement the provisions of the End User Licence Agreement - providing personal data is contractual, and failure to provide personal data will result in the inability to implement the provisions of the End User Licence Agreement.
2. Game launched 1) art. 6 (1) b) GDPR - processing is necessary to conclude and implement the provisions of the agreement (access to the game) with players
2. art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller – to keep control connected with the game access Processing is necessary for the game access, but failure to provide personal data will result in the inability to grant the game access.
3. Statistics - disclosing the statistics (results) of a player (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game Is voluntary, and failure to provide personal data will result in the inability to provide the statistic for the player.
4. Lobby – chatting with other players before the game (functionality in the game) 1) art. 6 (1) a) GDPR – consent given by action – the player may decide about chatting with other players,
2. art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game Is voluntary, and failure to provide personal data will result in the inability to chat with other players.
5. Leader Boards (ranking of best players) (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game Is voluntary, and failure to provide personal data will result in the inability to provide the statistic for the player.
6. Friends invitation (automatic uploading the Friends' List generated and disclosed by the platform, inviting friends to the game, chatting with them) (functionality in the game) art. 6 (1) a) GDPR – consent given by action – the player may decide about inviting friends to the game, 2) art. 6 (1) f) GDPR – processing is

necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game Is voluntary, and failure to provide personal data will result in the inability to invite friends to the game.

7. Teams (Players can join together and play as teams, they can chat to make cooperative actions) (functionality in the game) 1) art. 6 (1) a) GDPR – consent given by action – the player may decide about Teams playing and cooperation,
  2. art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game Is voluntary, and failure to provide personal data will result in the inability to participate in the cooperative actions.
8. Chatting within the gaming sessions (functionality in the game) 1) art. 6 (1) a) GDPR – consent given by action – the player may decide about chatting within the gaming sessions,
  2. art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game Is voluntary, and failure to provide personal data will result in the inability to chat within the gaming sessions.
9. The technical support for player art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller, Is voluntary, and failure to provide personal data will result in the inability to respond the queries or providing the technical support.
10. To send periodic emails, such as game's updates or information connected with the game art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller Is voluntary, and failure to provide personal data will result in the inability to prepare periodic emails, such as updates or other information.
11. Personal data processed in connection with the exercise of rights in the field of personal data protection 1) art. 6 (1) c) GDPR - legal provisions,
  2. art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller 1) Is voluntary, and failure to provide personal data will result in the inability to exercise the rights of the person in the field of personal data protection
  3. Is of a statutory nature, and failure to provide personal data will result in the inability to comply with the provisions of the law in the area of personal data protection imposed on the Controller. Processing of personal data based on the consent of the data subject

Please be advised that in the case of processing personal data based on the consent of the data subject (Article 6 (1) (a) of the GDPR):

No. Purpose of personal data processing Lawfulness of processing Art. 6 (1) a) GDPR – the consent given by action

1. Lobby – chatting with other players before the game (functionality in the game) art. 6 (1) a) GDPR – consent given by action – the player may decide about chatting with other players, Please note, that lobby is available for the player. The player can decide to start chatting with other players by using the

dedicated functionality in the game.

2. Friends invitation (automatic uploading the Friends' List generated and disclosed by the platform, inviting friends to the game, chatting with them) (functionality in the game) art. 6 (1) a) GDPR – consent given by action – the player may decide about inviting friends to the game. Please, be advised, that the player can withdraw the consent any time by using the functionality (on/off), Please note, that a friend invitation is available for the player. The player can decide to start inviting the friends to play by using the dedicated functionality in the game.
3. Teams (Players can join together and play as teams, they can chat to make cooperative actions) (functionality in the game) art. 6 (1) a) GDPR – consent given by action – the player may decide about Teams playing and cooperation Please note, that Teams invitation is available for the player. The player can decide to start inviting the friends to play together by using the dedicated functionality in the game.
4. Chatting within the gaming sessions (functionality in the game) art. 6 (1) a) GDPR – consent given by action – the player may decide about chatting within the gaming sessions Please note, that chatting is available for the player. The player can decide to start chatting with other players by using the dedicated functionality in the game.

The processing of personal data based on the legitimate interest pursued by the Controller (processing is necessary for the purposes of the legitimate interests pursued by the controller)

Please be advised that in the case of processing personal data based on the legitimate interest pursued by the Controller (Article 6 (1) f) of the GDPR processing is necessary for the purposes of the legitimate interests pursued by the controller):

No. Purpose of personal data processing Lawfulness of processing Art. 6 (1) f) GDPR - legitimate interest

1. Acceptance of End User Licence Agreement To implement the provisions of the End User Licence Agreement - the lawfulness of processing is art. 6 (1) f) GDPR, The legitimate interest of the controller is the processing of personal data in order to implement the provisions of the End User Licence Agreement.
2. Game launched art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller – to keep control connected with the game access The legitimate interest of the controller is the processing of personal data in order to providing the technical functionality and support, administrative and internal management issues connected with the game downloading and game access – to control the access to the game.
3. Statistics - disclosing the statistics (results) of player (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game The legitimate interest of the controller is the processing of personal data in order to providing the technical functionality and support, administrative and internal management issues connected with the Statistics.
4. Lobby – chatting with other players before the game (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game The legitimate interest of the controller is the processing of personal data in order to providing the technical functionality and support, administrative and internal management issues connected with the Lobby.

5. Leader Boards (ranking of best players) (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game The legitimate interest of the controller is the processing of personal data in order to providing the technical functionality and support, administrative and internal management issues connected with the Leader Boards.
6. Friends invitation (automatic uploading the Friends' List generated and disclosed by the platform, inviting friends to the game, chatting with them) (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game The legitimate interest of the controller is the processing of personal data in order to providing the technical functionality and support, administrative and internal management issues connected with the Friends invitations.
7. Teams (Players can join together and play as teams, they can chat to make cooperative actions) (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game The legitimate interest of the controller is the processing of personal data in order to providing the technical functionality and support, administrative and internal management issues connected with the Teams.
8. Chatting within the gaming sessions (functionality in the game) art. 6 (1) f) GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller - services and functionalities delivered by the developer for the player during the game The legitimate interest of the controller is the processing of personal data in order to providing the technical functionality and support, administrative and internal management issues connected with the chatting.
9. The technical support for player art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller The legitimate interest of the controller is the processing of personal data in order to providing the technical support, administrative and internal management issues also in case of the claims - if applicable.
10. To send periodic emails, such as game's updates or information connected with the game art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller The legally legitimate interest is a binding relationship with the player – to stay in touch and inform the player about the most important updates in the game.
11. Personal data processed in connection with the exercise of rights in the field of personal data protection art. 6 (1) f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller The legally legitimate interest is to the exercise of the rights of data subjects in connection with the possibility of exercising the rights of persons to whom data concern and provided for by law and demonstrate the compliance with the GDPR regulations.

#### Disclosure of personal data by the Controller

We hereby inform that personal data is or may be disclosed by the Controller:

1. disclosed to data recipients providing services to the Controller pursuant to art. 28 GDPR – Data Processing Agreement. Depending on the purpose of personal data processing, the categories of data recipients may be: IT infrastructure providers (software and hardware), technical support, sales platforms.

The list of the processors to whom the Controller entrusts the processing of personal data is available at the request of the data subject,

2. disclosure of data to recipients cooperating with the Controller. Depending on the purpose of personal data processing, the categories of recipients to whom personal data may be disclosed are entities operating in the field of audits, law offices. We would like to inform you that after disclosing personal data, the data recipient becomes the Controller. The list of recipients to whom the Controller discloses personal data is available at the request of the data subject,
3. disclosure of data to recipients who are public / state authorities. Depending on the purpose of personal data processing, the categories of data recipients may be such bodies as the Police, courts, the Supervisory Authority or other entities to which the Controller discloses personal data under applicable law. Please be advised that after disclosing personal data, their recipient becomes the Controller of the data. The list of recipients to whom the Controller discloses personal data is available at the request of the data subject,
4. disclosure of personal data to third parties. The list of third parties to whom the Controller discloses personal data is available at the request of the data subject.

#### Choosing the server location

Please note, that the player can choose the server location for gaming. Please be informed, that the countries may enact their own privacy and personal data protection regulations. Please find below the list of the server location according to the zone:

#### No. Zone Country Server provider

1. North America Zone (with servers in North Virginia) USA + Canada, Mexico, parts of South America  
Amazon
2. Europe Zone (with servers in Frankfurt) all Europe, Russia, Ukraine, Kazakhstan, Uzbekistan, North Africa  
Amazon
3. Asia Zone (with servers in Japan) China, Singapore, South Korea, Australia Amazon
4. South America Zone (with servers in Sao Paolo / Brazil) Brazil, Argentina Amazon

Please, be informed that the developer can changed the server provider.

#### Transferring personal data to a third country (i.e. outside the EEA)

1. Please be advised that personal data may be transferred to a third country, i.e. outside the EEA. In the event of transferring personal data outside the European Economic Area, such transfer may only take place on the terms set out in Chapter V of the GDPR:
  1. pursuant to art. 45 GDPR - transfer based on an adequacy decision,
  2. pursuant to art. 46 GDPR - transfer subject to appropriate safeguards, including the use of standard data protection clauses adopted by the European Commission,
2. We hereby inform that the transfer of personal data outside the EEA may involve the risk of not ensuring sufficient security of personal data. In the event of a risk related to the transfer of personal data outside

the EEA, the Controller provides such information in this Privacy Legal Note,

3. Please be advised that the list of entities outside the EEA to which the Controller discloses personal data is available at the request of the data subject,
4. List of entities that may transfer personal data outside the EEA, which may not provide sufficient protection of personal data provided for in the GDPR:

No. The name of the entity Link to information The risk related to the transfer of data outside the EEA and the negative effects that may arise for the data subject

1. Amazon <https://www.amazon.com/gp/help/customer/display.html?nodeId=GX7NJQ4ZB8MHFRNJ>

1. unauthorized access to data,
2. loss of control over your data,
3. no possibility of exercising the rights under the GDPR,
4. other, negative effects indicated in recital (75) of the preamble to the GDPR: material and non-material effects,

What are the rights of the data subject?

We would like to inform you about the right to request the Controller to exercise the following rights:

1. the right to access personal data relating to the data subject,
2. the right to rectify personal data,
3. the right to delete personal data (erasure of personal data),
4. the right to limit the processing of personal data (restriction of processing),
5. the right to object to the processing,
6. the right to transfer data (the right to data portability),
7. the right to receive a copy of your personal data,
8. the right to lodge a complaint with the supervisory body. Please be advised that the exercise of the rights of data subjects may be fully or partially limited, e.g. due to applicable law, which obliges the Controller to process them. Please send inquiries regarding the protection of personal data to the Controller by traditional mail to the above-mentioned address or by e-mail to the address:  
[dpo.cy@fulqrumpublishing.com](mailto:dpo.cy@fulqrumpublishing.com).

Who is the supervisory authority?

We would like to inform you about the right to lodge a complaint to the supervisory body, Office of the Commissioner for Personal Data Protection, contact to the supervisory body is available at:

[http://www.dataprotection.gov.cy/dataprotection/dataprotection.nsf/contact\\_en/contact\\_en?opendocument](http://www.dataprotection.gov.cy/dataprotection/dataprotection.nsf/contact_en/contact_en?opendocument).

Information on automated decision making, including profiling

Please be advised that the player can be profiled in order to prepare the gaming statistics for the player.

However, we will never make automatic decisions based on profiling that could affect players' legal situation.

How do we secure personal data?

Please be advised that in order to protect privacy and personal data, the Controller has implemented appropriate physical, technical, organizational and legal measures to ensure the security of personal data processing and to ensure the implementation of the rights and freedoms of natural persons.

#### Processing of personal data via sales platforms

1. Please be advised that the developer, as part of cooperation with sales platforms, may process personal data in connection with the offer of products and services.
2. Information connected with personal data processing are delivered by the sales platform. The developer is not responsible for issues related to the processing of personal data by the sales platforms. The sales platform may present their own Privacy Policy.
3. Please note, that the sales platform can generate and disclose the personal data of other players automatically, for example the Friends' List – if applicable. The Friends' List can be uploaded automatically from the sales platform after the player accepts the End User Licence Agreement.

#### Player's choices and privacy control

The developer provides some additional functionality for player in the game (the choices about the personal information), for example:

1. the player has got the permanent access to the privacy information (Privacy Legal Note),
2. the player can hide or unhide the statistics (results of gaming) by using the functionality in the game. It means that during the game the statistic will be not available (disclosed) to other players. Please note, that starting the game, the statistic is disclosed to other players automatically,
3. the player can submit the request to delete the statistics by using dedicated functionality (dedicated button) in the game. The statistic will be deleted after three days, starting from receiving the request from the player. Please note, that deleting the statistic does not end the access to the game. The statistics will be provided from the beginning and automatically,
4. the player can submit requests connected with data subject's rights in any time

#### Personal data breach notifications

We hereby inform that pursuant to Art. 34 GDPR, in the event of a breach of personal data protection that may result in a high risk of violation of the rights or freedoms of natural persons, the Controller shall notify the data subject of such a personal data breach without undue delay. Please be advised that pursuant to Art. 34 GDPR, personal data may be processed in connection with the personal data breach referred to above. Please be noted that the legal basis for the processing of personal data is art. 6 sec. 1 lit. c) GDPR. Please be advised that in the event of a personal data breach, the Controller will take all possible and available technical and organizational measures to meet the requirements set out in art. 33 and art. 34 GDPR.

#### Changes in the Privacy Legal Note

Please, be informed that the Privacy Legal Note can be changed for example for legal reasons or to reflect changes in the services. The amendment to the Privacy Legal Note will be available online and will indicate the date of the last update. Please, be informed, that The Privacy Legal Note does not require approval and does

not have to be signed by the players.