



PRIVACY POLICY

Last Updated: 2016.07.08

PLEASE READ THESE TERMS OF SERVICE CAREFULLY PRIOR TO USING THE SERVICE. IF YOU DON'T UNDERSTAND OR AGREE TO ALL OF THESE TERMS OF SERVICE, YOU MUST NOT ACCESS OR USE THE SERVICE, SOFTWARE OR GAME IN ANY MANNER.

At Terma Sp. z o.o. (hereinafter referred to as Terma) we value your comments, suggestions and feedback. Our Privacy Policy sets out how we collect, use and disclose “personal information” and other “non personal information” we have gathered about you.

1. OVERVIEW

Terma offer a variety of products and services for users that will be referred to in this policy as the “Service”, “Services”, “Software” or “Game”. Because we’d like to avoid excessive formality and to make this policy more readable, the policy will often refer to Terma as “we” or “us” and to the reader as “you” or a User. When we say “device” we mean any device, including desktop, laptop, PC or Mac computers, smartphones, tablets, or any other device that is used to access the Service. By using the Service, you agree to this Privacy Policy and that we may transfer your data to the United States, Poland and other countries.

This privacy policy governs our information practices for the Service, which includes any websites, where a link to this policy is provided. It describes how we collect, use, share, and protect information from Developers, Players, Users, and recipients, or people browsing our sites (collectively “Users”), when Users interact with or use our Service.

This includes when Users:

- Visit our websites,
- Download our software, service or game,
- Play games or use applications developed by us,
- Play games that are distributed or published by us.

We receive information about Users, their devices, locations and interactions with the Service primarily in two ways:

- **Actively:** When Users actively provide us with information. For example, when a User creates an account, he or she will type in a name, user name and email.
- **Passively:** When our systems automatically collect information about browsers and devices and certain activity within the Service. For example, when players access games or applications that employ Analytics, our systems may automatically collect a variety of information, including device name, device fingerprint and other unique identifiers from User devices and/or User game activity.

2. INFORMATION WE MAY COLLECT OR RECEIVE (DEPENDING ON WHICH PRODUCT OR SERVICE IS USED)

Information that you or others actively provide, including:

- Name,
- Age or date of birth,
- Gender,
- Occupation,
- Username,
- Profile photo,
- Email address,
- Physical or mailing address,
- Phone number,
- Name and contact information for a business or organization,
- Password(s) that Users create to access parts of the Service,
- Billing or financial account information and tax or government IDs:
- When Users provide payment (e.g. credit card) information to make a purchase, that information is sent to payment processors who assist us. Ours payment systems are not designed to store credit card numbers.
- Social network information: When you log in to our products with a social network account, you may have the option of sharing information such as the name you use on that network and your friends list or other information that the third party social network chooses to share with us.
- Location information:
 - Users can actively provide specific location information in certain account registration processes or when providing payment information, such as a billing address.
 - Users can choose to share the specific location of their device by permitting games and apps, including those published by us or those that use Analytics, to access it through the GPS functionality on their device.

Information that is passively collected by our software (game or application, often automatically), including:

- Device Information: including digital fingerprint, and various unique identifiers, such as IDFA, Android Ad ID, IDFV, MAC address,
- Location information: Our systems (like most used on the web) automatically collect an IP Address when Users access the Service. IP addresses can be used to learn about the general location (e.g. city, state and country) of the user's point of access to the web,
- Game play, application activity and actions: When you play a game or application utilizing Analytics, certain activities such as play session information and monetization events are collected,
- Information actively provided by users of games or apps using Analytics may be shared with us and Unity Technologies and it may include name, email address, birthdate, gender and app user ID number.

- Log in information: When you access our Service or products that use an aspect of our Service, we may log a variety of technical information (“Log Info”), including:
 - IP Address,
 - Device information, including device name and IDs, hardware model, operating system and version, and mobile network information,
 - Browser information,
 - Cookie information,
 - Date/time of access.
- Player Device information: When you play a game or app we may allow us and Unity Technologies to collect some or all of the following information when you use the game:
 - Unique device identifier generated from the device MAC/IMEI/MEID, which we alter to limit the ability to identify the relevant device in the future,
 - An advertising ID, such as the Apple IDFA or the Android Ad ID,
 - IP address,
 - Device manufacturer and model,
 - The operating system and version running on your system or device,
 - Browser type,
 - Language,
 - The make of the CPU, and number of CPUs present,
 - The graphics card information, such as type, vendor and driver name, version and graphics API,
 - Amount of system and video RAM present,
 - Current screen resolution,
 - Unity Player and Unity Editor versions,
 - Operating system identifier (e.g., Mac, Windows, etc.),
 - A checksum of all the data that gets sent to verify that it did transmit correctly,
 - App id of the game installed,
- Other information: We and Unity Technologies may obtain additional information about you from third parties such as marketers, partners, researchers, and others. We may combine information that we collect from you with information about you that we obtain from such third parties and information derived from any other subscription, product, or service we provide.

3. HOW WE USE THE INFORMATION WE COLLECT OR RECEIVE

We primarily use the information we collect to provide, administer and improve our Service and the our Software. We use your information for the following purposes:

- To create, administer and troubleshoot accounts, products and services we provide,
- To credit or accept payments,
- To provide technical support and respond to inquiries,
- To prevent fraud, enforce the relevant terms of service or licenses, and protect Users,

- To analyze use of the relevant ad, site, game, product, or software; test changes and improvements; to personalize your experiences, and to identify and suggest connections with other users,
- To perform analytics and research aimed at improving the accuracy, effectiveness, usability, or popularity of products and services that we provide,
- To create and share statistics and reports regarding aggregate usage of apps,
- To enable user-to-user communications,
- To link to or combine with other information we have gathered,
- To deliver and target advertising, including personalized ads,
- To inform Users of new products and services, including promotional offers,
- To contact you with information that we believe will be of interest to you.

4. SHARING INFORMATION

How we might share the information we collect or receive

- Third party service providers: We provide User information to other companies who perform services on our behalf. For example, we may employ service providers to process payments; host or store our data; deliver email messages or analyze data. We instruct these service providers to use the information only as necessary to provide the services we have requested.
- Safety, security and compliance with the law: Your information, and the contents of all of your online communications to or within the Service (including without limitation chat text, voice communications, IP addresses and your personal information) may be accessed and monitored as necessary to provide the Service and may be disclosed in the following circumstances:
 - when we have a good faith belief that we are required to disclose the information in response to legal process,
 - to satisfy any applicable laws or regulations,
 - if we believe that the Service is being used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction,
 - when we have a good faith belief that there is a meaningful risk that poses a threat to the safety of you, another person or the public generally,
 - in order to protect the rights or property of us, including to enforce the terms and licenses that govern the use of the Services.
- Sale or merger: In the event that Terma explores or undergoes a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, we may share or transfer all of your information, including personal information.
- In the case of using Analytics we have ongoing access to data about the users their games and apps and any associated data, such as user ID, device ID, and actions completed within the game and software.
- With your consent: We may share your information for other purposes if (i) you direct us to do so or (ii) you consent to such sharing.
- De-identified and aggregated information: Some of the information we collect does not directly identify you or your device. We may modify other information that can identify you or your device to limit or

prevent such identification by de-identifying it or aggregating it. We can share de-identified or aggregated information to any third party without restriction and use it for any purpose.

5. YOUR CHOICES ABOUT USE OF YOUR INFORMATION

- You always have the option to refrain from using the Service or to discontinue using the Service if you do not want information about you to be collected.
- You can choose to use the Service in a manner that limits the data we collect.
- We use Google Analytics to understand how our sites and software are used and to improve experiences within the Service. If you want to know more about how Google Analytics works or to exercise choice in regard to the data collected by it please visit <http://www.google.com/policies/privacy/partners/>. In order to control the collection of data for analytical purposes by Google, you may install the Google Analytics Opt-out Browser Add-On.
- Account Deletion: Terma VR users can request an account deletion.

6. CHANGES TO THIS PRIVACY POLICY

We reserve the right to change our practices and this policy at any time. We may also send an email or provide notice within some or all of our offerings when this policy changes. We encourage you to check this page regularly so that you know what our current practices are.

7. LINKS TO SITES AND SERVICES OPERATED BY OTHERS

The Service may contain links to other sites, applications and services. Because we do not operate those other sites, applications and services, we can't take responsibility for the privacy practices of the entities that operate them. We recommend that you consistently check privacy policies to understand an operator's practices.

8. COOKIE POLICY

What are cookies?

Cookies are pieces of data that sites and services you use or visit can set on your browser or device and they can typically be read on future visits to learn more about the user and to personalize an experience, including the ads that are displayed to the user. "Cookies" is also a term that may be used to refer to a range of technologies that help an operator identify users and devices, which in turn can help personalize an experience, prevent fraud, store preferences, and speed up delivery of content.

How we use cookies?

We may employ cookies and related technologies described below for a variety of purposes, including:

- to learn more about how our products and services are used and similar analytical purposes,
- to understand how users interact with our ads,
- to understand how to improve performance,
- to prevent fraud,
- to customize our products and services with more relevant content,
- to provide you with more relevant advertising.

What types of cookies and other technologies do we use?

As described below we employ a number of technologies to provide and improve the Service. When you use the Service you consent to our use of these technologies, but you are welcome to exercise the choices described below.

- **Browser cookies:** We use browser cookies. Most major browser companies offer tools or settings for users that do not want cookies set or read on their devices. Please visit your browser's settings or privacy settings pages.
- **Device IDs and digital fingerprinting:** The Service may use one or more of a variety of unique identifiers to recognize users and their devices, including MAC Address, IDFA, Android Ad ID, and digital fingerprint, which may be comprised of several types of data, including device name, applications installed on the device, and browser characteristics. NOTE: We may also generate and assign a user ID when you access or use one of our products or services.

9. OUR WARRANTIES AND DISCLAIMERS

The site, services, content, software and game are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. We make no warranty that the site, services, content or user content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality of any products, services, software, content or game obtained through the site or services or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the site or services.

No advice or information, whether oral or written, obtained from us or through the site, services, content, software or game, will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with other users of the site or services and with other persons with whom you communicate or interact as a result of your use of the site or services. You understand that we do not screen or inquire into the background of any users of the site or services, nor do we make any attempt to verify the statements of users of the site or services. We make no representations or warranties as to the conduct of users of the site services or their compatibility with any

current or future users of the site or services. You agree to take reasonable precautions in all communications and interactions with other users of the site or services and with other persons with whom you communicate or interact as a result of your use of the site or services, particularly if you decide to meet offline or in person.

Service is provided on an "as-is" and "as-available" basis. From time to time the service will have bugs, errors, and interruptions. These bugs errors and interruptions may adversely impact your gameplay, software, service and be super-frustrating. We only provide the service on strictly an "as is" and "as-available" basis. To the maximum extent permitted by applicable law, we expressly disclaim any and all warranties, express, implied, or statutory regarding the service, including, but not limited to, the implied warranties of title, quiet enjoyment, non-infringement, merchantability, and fitness for a particular purpose. Without limiting the foregoing, we do not represent or warrant that the service or its use (a) will be uninterrupted, timely, or secure, (b) will be free of bugs, inaccuracies, or errors, (c) will meet your requirements, (d) will operate in the configuration or with the hardware or software you use, or (e) will be accurate or reliable.

You understand and agree that we shall bear no risk with respect to any third-party links, services, or information incorporated into, linked with, or used with the service.

10. LIMITATION OF LIABILITY

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the site, services, content, software and game remains with you. Neither we nor any other party involved in creating, producing, or delivering the site, services, software, game or content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms or from the use of or inability to use the site, services, software, content or game, or from any communications, interactions or meetings with other users of the site or services or other persons with whom you communicate or interact as a result of your use of the site or services, whether based on warranty, contract, product liability or any other legal theory, and whether or not we have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

11. EULA

Our Services, Products, Software or Games may include the Unreal® Engine, Unity, Autodesk Stingray, Android code and other code, materials, and information (the Service, Software or Game) from Epic Games, Inc. ("Epic"), Unity Technologies, Autodesk (Stingray) or Google (Android). All Services, Software and Games are provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. We, Epic, Unity Technologies, Autodesk, Google and ours affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Services, Software or Games, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not we know or have reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of

negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, We, Epic, Unity Technologies, Autodesk, Google and our affiliates make no warranty that (1) any of the Materials will operate properly, including as integrated in the Service, Software or Game, (2) that the Service, Software or Game will meet your requirements, (3) that the operation of the Service, software or Game will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the Service, software or Game can or will be corrected, (5) that the Service, Software or Game are or will be in compliance with a platform manufacturer's rules or requirements, or (6) that a platform manufacturer has approved or will approve this Service, Software or Game, or will not revoke approval of this Service, Software or Game for any or no reason. Any warranty is expressly disclaimed by us, Epic, Unity Technologies, Autodesk, Google. We, Epic, Unity Technologies, Autodesk, Google and our affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Service, Software or Game. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither We, Epic, Unity Technologies, Autodesk, Google, and our licensors, nor our or their affiliates, nor any of our or Epic, Unity Technologies, Autodesk, Google service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Service, Software or Game or otherwise in connection with this Agreement, including but not limited to loss of goodwill, work stoppage, computer failure, or malfunction, or any and all other commercial damages or losses. In no event will We, Epic, Unity Technologies, Autodesk, Google and our licensors, nor our or their affiliates, nor any of ours, Epic, Unity Technologies, Autodesk, Google service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this Agreement or the Service, Software or Game, or the delay or inability to use or lack of functionality of the Service, Software or Game, even in the event of our, Epic, Unity Technologies, Autodesk, Google or our affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if We, Epic, Unity Technologies, Autodesk, Google or our affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Terma, Epic, Unity Technologies, Autodesk, Google and our licensors, our and their affiliates, and any of our or Epic, Unity Technologies, Autodesk, Google service providers shall be limited to the full extent permitted by law.