

# Privacy Policy

Copenhagen Creators Associated Aps ("CCA") has adopted this privacy policy ("Privacy Policy") to explain how CCA collects, stores and uses the information collected in connection with CCA's products, services and websites including, but not limited to CCA's apps, and CCA's online stores (together "Services"). Should you have any questions relating to this Privacy Policy, please contact us at [info@copenhagencreators.com](mailto:info@copenhagencreators.com) or alternatively at:

Copenhagen Creators ApS,  
Ravnsborg Tværgade 1B, 4th Floor,  
2200 Copenhagen N.,  
Denmark.

BY INSTALLING, USING, REGISTERING TO OR OTHERWISE ACCESSING THE SERVICES, YOU AGREE TO THIS PRIVACY POLICY AND GIVE AN EXPLICIT AND INFORMED CONSENT TO THE PROCESSING, USE AND DISCLOSURE OF YOUR PERSONAL DATA IN ACCORDANCE WITH THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT INSTALL, USE, REGISTER TO OR OTHERWISE ACCESS THE SERVICES.

CCA reserves the right to modify this Privacy Policy at reasonable times, so please review it frequently. Your continued use of Services will signify your acceptance of the changes to this Privacy Policy.

## **1. Nonpersonal Data**

For purposes of this Privacy Policy, "nonpersonal data" means information that does not directly identify you. Additionally, nonpersonal data means "aggregate" and "depersonalized" information, which is data CCA collects about the use of CCA Services, from which any personally identifiable data has been removed.

CCA may use tools or third party analytical software to automatically collect and use certain nonpersonal data that does not directly enable CCA to identify you.

The types of nonpersonal data CCA may collect and use include, but are not limited to:

- (i) device properties, including, but not limited to IP address, Media Access Control ("MAC") address and unique device identifier or other persistent or nonpersistent device identifier ("Device ID");
- (ii) device software platform and firmware;
- (iii) mobile phone carrier;
- (iv) geographical data such as zip code, area code and coarse location;
- (v) game progress, time used playing, score and achievements;
- (vi) other nonpersonal data as reasonably required by CCA to enhance the Services and other CCA products and services.

CCA may use and disclose to CCA's partners and contractors the collected nonpersonal data for purposes of analyzing usage of the Services, advertisement serving, managing and providing the Services and to further develop the Services and other CCA services and products.

You recognize and agree that the analytics companies utilized by CCA may combine the information collected with other information they have independently collected from other services or products relating to your activities. These companies collect and use information under their own privacy policies.

CCA may supplement your personal and nonpersonal data with data received from third parties in connection with demographic, advertisement, market and other analytics surveys or services.

## 2. Ad Serving Technology

CCA reserves the right to use and disclose the collected nonpersonal data for purposes of advertisement by CCA or CCA's partners and contractors. CCA may employ third party ad serving technologies that use certain methods to collect information as a result of ad serving through Services.

CCA or third parties operating the ad serving technology may use demographic and location information as well as information logged from your hardware or device to ensure that appropriate advertising is presented within the Service.

CCA or third parties may collect and use data for this purpose including, but not limited to IP address (including but not limited to for purposes of determining your coarse location), Device ID, MAC, software, applications, hardware, browser information, internet and online usage information and ingame information.

The foregoing data may be used and disclosed in accordance with this Privacy Policy and the privacy policy of the company providing the ad serving technology. You recognize and agree that the advertising companies who deliver ads for CCA may combine the information collected with other information they have independently collected from other services or products. These companies collect and use information under their own privacy policies. These ad serving technologies are integrated into Services; if you do not want to be subject to this technology, do not use or access Services.

Although CCA takes commercially reasonable steps to instruct such advertising companies to comply with the terms and conditions of this Privacy Policy, CCA does not have access to or control of third party technologies. CCA may display to you behaviorally targeted advertising.

If you want to be certain that behaviorally targeted advertisements are not displayed to you, please do not use or access the Services. Additionally please note that if you "opt out" it does not mean that you will no longer receive advertising. It just means that the advertising you see displayed will not be customized to you and your interests and may be less relevant to you.

### 3. Location Data

To the extent CCA makes location enabled Services available and you use such Services, CCA may collect and process your location data to provide location related Services and advertisements.

For example, some addons or offers may be available at dedicated locations. CCA may use various technologies to determine location, such as GPS, WiFi or other networkbased data such as IP address. Your GPS geolocation is not accessed without your consent.

Notwithstanding CCA's partners who are providing location related parts of the Service, CCA will not share your GPS geolocation with third parties without your consent. To the extent CCA makes available GPS geolocation to third parties in accordance with this Privacy Policy, it will be provided anonymously. Please note that CCA may share your anonymous coarse location with its partners.

### 4. Personal Data

For purposes of this Privacy Policy, "personal data" means personally identifiable information that specifically identifies you as an individual. Likely situations when you make personal data available to CCA include, but are not limited to:

- (i) registration for Services, contests and special events;
- (ii) accessing Services using a third party ID, such as social networking sites or gaming services;
- (iii) subscribing to newsletters;
- (iv) purchasing a product or services through CCA's online stores;
- (v) using "tell a friend," "email this page," or other similar features;
- (vi) requesting technical support; and
- (vii) otherwise through use of CCA Services where personal data is required for use and/or participation.

The types of personal data may vary depending on the type of activity you are engaged in. The personal data CCA may collect, process and use may include, but are not limited to your name, screen/nick name, CCA Services' or third party service ID, e mail address, phone number, photo or other image, birthdate, sex, address, friend connections, avatar image, credit card information, shipping information; and location (only if directly identifiable to you, otherwise CCA treats location as nonpersonal data).

If you choose to use CCA's "share with a friend" or a similar service about CCA Services or order a gift certificate for your friend, CCA may store your friend's name and contact details that you provide to CCA.

CCA may use personal and non personal data, both individually and combined together, for purposes of analyzing usage of the Services, providing customer and technical support, managing and providing Services (including managing advertisement serving), customizing CCA's communications and to further develop the Services and other CCA services and products.

CCA may combine nonpersonal data with personal data. CCA may use your personal data to send messages to you with informative and/or commercial content about CCA's services or third party products and services CCA thinks may be of interest to you, such as new features and services, special offers and updated information.

Please note that certain features of the Services may be able to connect to your social networking sites to obtain additional information about you. In such cases, CCA may be able to collect certain information from your social networking profile when your social networking site permits it, and when you consent to allow your social networking site to make that information available to CCA.

This information may include, but is not limited to, your name, profile picture, gender, user ID, email address, your country, your language, your time zone, the organizations and links on your profile page, the names and profile pictures of your social networking site "friends" and other information you have included in your social networking site profile.

CCA may associate and/or combine as well as use information collected by CCA and/or obtained through such social networking sites in accordance with this Privacy Policy.

## **5. Disclosure and Transfer of Personal Data**

Personal data may be disclosed in accordance with applicable legislation and this Privacy Policy. Additionally, CCA may disclose personal data to its parent companies and its subsidiaries in accordance with this Privacy Policy.

CCA may hire agents and contractors to collect and process personal data on CCA's behalf and in such cases such agents and contractors will be instructed to comply with our Privacy Policy and to use personal data only for the purposes for which the third party has been engaged by CCA. These agents and contractors may not use your personal data for their own marketing purposes. CCA may use third party service providers such as credit card processors, email service providers, shipping agents, data analyzers and business intelligence providers.

CCA has the right to share your personal data as necessary for the aforementioned third parties to provide their services for CCA. CCA is not liable for the acts and omissions of these third parties, except as provided by mandatory law.

CCA may disclose your personal data to third parties as required by law enforcement or other government officials in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose you or CCA to legal liability.

CCA may also disclose your personal data to third parties when CCA has a reason to believe that a disclosure is necessary to address potential or actual injury or interference with CCA's rights, property, operations, users or others who may be harmed or may suffer loss or damage, or CCA believes that such disclosure is necessary to protect CCA's rights, combat fraud and/or comply with a judicial proceeding, court order, or legal process served on CCA.

To the extent permitted by applicable law, CCA will make reasonable efforts to notify you of such disclosure through CCA's website or in another reasonable manner.

## 6. Data Retention and Correctness

CCA retains the data collected pursuant to this Privacy Policy for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

Thereafter if the collected data is no longer needed for purposes specified in this Privacy Policy, CCA deletes all aforementioned data in its possession within a reasonable timeframe. CCA does not verify the correctness of personal data.

Irrespective of the above, CCA may still retain some of the data to the extent such retention is necessary to resolve disputes, enforce CCA user agreements, and comply with technical and legal requirements and constraints related to the security, integrity and operation of Services.

## 7. Cookies, beacons and tracking

The Services may use "cookies" and other technologies such as pixel tags, locally shared objects, clear GIFs and web beacons. CCA treats information collected by cookies and similar technologies as nonpersonal data.

**Cookies:** A "cookie" is a small bit of recordkeeping information that websites often store on a user's computer. CCA's cookies do not include personal data and are typically used to quickly identify your device and to "remember" you. You can disable cookies or set your browser to alert you when cookies are being sent to your device; however, disabling cookies may affect your ability to use the Services.

**Flash cookies & HTML5:** CCA may also use Flash cookies (locally shared objects) and HTML5 storage (locally stored objects). Locally shared objects are small files similar to browser cookies and are used to remember your settings to personalize the look and feel of the Services. Locally shared objects only collect data in the aggregate. You may prevent locally shared objects from being placed by disabling locally stored objects in your browser or visit [www.adobe.com](http://www.adobe.com). Locally stored objects, such as HTML5 Web Storage, are used for similar purposes as cookies but typically may contain a greater amount and different types of data than browser cookies.

**Web Beacons and pixel tags:** A "web beacon" or a "pixel tag" is an electronic image that allows CCA to count users who have visited certain pages or viewed certain advertisements. Web beacons, like cookies, do not include personal data. Emails and other electronic communications CCA sends to you may contain pixel tags that enable CCA to track your usage of the communication, including whether the communication was opened and/or what links were followed, if any.

## 8. Third Party Terms and Conditions

Please note that your access to and use of the Services may be subject to certain third party terms and conditions and privacy policies, including but not limited to application stores, map data providers, mobile software platforms, online gaming platforms, social networking services and payment providers.

You recognize and agree that CCA is not liable for any such third party terms and conditions and their use of your personal data.

CCA may in its discretion make available links through advertisements or otherwise enable you to access third party products or services. Please note that, while using such products or services, you are using products or services developed and administered by people or companies not affiliated with or controlled by CCA. CCA is not responsible for the actions of those people or companies, the content of their products or services, the use of information you provide to them, or any products or services they may offer. The fact that CCA is linking to those products or services does not constitute our sponsorship of, or affiliation with, those people or companies.

CCA may from time to time make available CCA's partners' services, such as sweepstakes or polls and such services may require you to disclose personal data in order to register for and access such services. Such services will reasonably identify the partners at the point of where you are required to disclose personal data. If you at that point choose to disclose your personal data, such personal data may be transferred directly or via CCA to such third parties and will be subject to the privacy policy and practices of such third parties. CCA is not responsible for the privacy practices and policies of such third parties and, therefore, you should review the privacy practices and policies of such third parties prior disclosing any personal data in relation to such services.

Please note that certain Services that CCA may offer, such as multiplayer gaming, social networking and gaming console services, may use third party services to provide authentication for the Services with a gaming console ID, social networking ID or gaming network account. When you register to join or use the Services from a thirdparty gaming or social networking system, certain personally identifiable user and/or membership data may be transferred automatically to and from CCA and you hereby consent to the processing, using, combining, disclosing and retaining of such data in accordance with this Privacy Policy by CCA.

## 9. Safeguards

CCA follows generally accepted industry standards and maintains reasonable safeguards to attempt to ensure the security, integrity and privacy of the information in CCA's possession.

Only those persons with a need to process your personal data in connection with the fulfillment of their tasks in accordance with the purposes of this Privacy Policy and for the purposes of performing technical maintenance, have access to your personal data in CCA's possession.

Personal data collected by CCA is stored in secure operating environments that are not available to the public. To prevent unauthorized online access to personal data, CCA maintains personal data behind a firewall-protected server. However, no system can be 100% secure and there is the possibility that despite CCA's reasonable efforts, there could be unauthorized access to your personal data. By using the Services, you assume this risk.

## **10. Other**

Please be aware of the open nature of certain social networking and other open features of the Services CCA may make available to you. You may choose to disclose data about yourself in the course of contributing user generated content to the Services. Any data that you disclose in any of these forums, blogs, chats or the like is public information, and there is no expectation of privacy or confidentiality. CCA is not responsible for any personal data you choose to make public in any of these forums.

If you are under 13 years of age or a minor in your country of residence, please ask your legal guardian's permission to use or access the Services. CCA encourages parents and/or guardians to play an active role in their children's online experience at all times.

CCA does not knowingly collect any personal information from children under 13 years of age and if CCA learns that CCA has inadvertently gathered personal data from children under 13 years of age, CCA will take reasonable measures to promptly erase such personal data from CCA's records.

CCA may store and/or transfer your personal data to its affiliates and partners in and outside of EU/EEA member states and the United States in accordance with mandatory legislation and this Privacy Policy.

CCA may disclose your personal data to third parties in connection with a corporate merger, consolidation, restructuring, the sale of substantially all of CCA's stock and/or assets or other corporate change, including, without limitation, during the course of any due diligence process provided, however, that this Privacy Policy shall continue to govern such personal data.

## **11. Further information**

Any and all use of your personal data by CCA is governed by Danish law and not the laws located.

Should you wish to opt-out from receiving communications (such as newsletters or offers) from CCA, please contact [info@copenhagencreators.com](mailto:info@copenhagencreators.com).

CCA makes good faith efforts to enable you to review, update or correct your personal data in CCA's possession. In order to do so, please contact CCA at: [info@copenhagencreators.com](mailto:info@copenhagencreators.com).

CCA will need sufficient information from you to establish your identity and to verify your access request, and also to assist us in handling your request. Please note that even if personal data is changed or deleted according to your request, CCA may still retain some of your personal data to resolve disputes, enforce CCA End User License Agreement(s), and comply with technical and legal requirements and constraints related to the security, integrity and operation of CCA Services.

CCA regularly reviews its compliance with this Privacy Policy. If CCA receives a formal written complaint from you, CCA will attempt to contact you directly to address any of your concerns. CCA will cooperate with the appropriate governmental authorities, including data protection authorities, to resolve any complaints regarding the collection, use, transfer or disclosure of personal data that cannot be amicably resolved between you and CCA.

Any dispute, controversy or claim arising out of or relating to this Privacy Policy or the breach, termination or validity thereof shall be finally settled at CCA's discretion (i) at your domicile's competent courts; or (ii) by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Danish Chamber of Commerce.

The arbitration shall be conducted in Copenhagen, Denmark, in the English language.