

## **PRIVACY POLICY**

### **DRAGON FAMILY**



This Privacy Policy (hereinafter - the “Policy”) is an official document of the Limited Liability Company “Dragon Family Rus “(LLC "DFR"), TIN 7702429530, legal address: 119270, Russia, Moscow, Luzhnetskaya Embankment, 2/4, p. 17, office 127 (hereinafter-the " Copyright Holder of the Service”).

"Service" - collectively, Dragon Family App mobile apps for iOS and Android platforms (as well as Quiz Battle App), website <https://dragon.family/hello>, their services, tools, introductory and educational content, games, and related services.

"Content" – design elements, scripts, illustrations, graphics, texts, photos, video and audio works, and other objects, including the result of intellectual activity, the rights to use which may belong to the Copyright Holder of the Service, Users or third parties.

Who can use the Service. We want our Service to be as open and accessible to everyone as possible, but at the same time safe, secure and compliant with legal requirements. Therefore, to become a part of the Service, you must comply with certain restrictions.

- You must be at least 13 years old or have reached the minimum age at which you are legally allowed to use the Service in your country. You are a capable citizen, parent, or legal guardian who has created an account for yourself and on behalf of your child in the Dragon Family App mobile apps for iOS and Android (hereinafter referred to as the”Account Owner, User”).
- You should not be prohibited from receiving any of the components of our Service in accordance with applicable law or using Services related to payments, if you are on the current lists of prohibited persons.

The service aims to provide educational, entertaining, gaming, educational and safe Content for Users of all ages. The purpose of this Policy is to ensure proper protection of information about Users, including their personal data, from unauthorized access and disclosure, which will be collected on our Service. The user's consent to this Policy is a condition of using the Service.

By registering and using the Service, the User agrees to the terms of this Policy. Please note that your use of these services is also governed by the Dragon Family User Agreement .

The copyright holder of the Service is sensitive to the security and protection of personal data of Users, including children.

The current version of the Policy is a public offer and is available to any Internet user. The Policy regulates the processing of personal data in accordance with the Federal Law “On Personal Data” of 27.07.2006 No. 152-FZ, GDPR (EU Regulation 2016/679 of 27 April 2016 — General Data Protection Regulation), Coppa (for children online on the protection of personal data).

The use of the Service, as well as the provision of the Service by the User of their Personal Data in any other way, confirms the User's unconditional consent to this Policy and the terms of processing of their Personal Data specified therein. When making a decision to provide their Personal Data to the Service, the User agrees to their processing freely, at their own will and in their own interest. In case of disagreement with these terms, the User must refrain from using the Service and not provide their Personal Data.

Any changes to the Policy will take effect on the date of publication of such changes. The User undertakes to familiarize himself with the changes made to the Policy. Children should always inform their parents or legal guardians before entering any information on the Service. The service recommends that families discuss with their children their home rules and recommendations regarding the exchange and entry of personal information on the Internet. The actual use of the Service by the User after making changes to the terms of this Policy means that the User agrees to the new terms.

If the User does not agree with the terms of this Policy, the use of the Service must be terminated immediately.

The Service does not sell any information (personal and other data), does not track personal information, and does not provide personal and other data to third parties, as described in our Policy.

This Policy regulates relations related to the collection, storage, dissemination and protection of information. The Policy contains and describes the following items:

- information that the Service collects;
- purpose and purposes of information processing;
- procedure for the use and disclosure of personal information;
- rights and responsibilities of the parties;
- storing and deleting data;
- data storage outside the country;
- making changes to this Policy;
- measures to ensure the security and confidentiality of personal data during their processing;
- contact information.

Please note that the Service may contain links to third-party websites, products, services, and content of third parties (as defined in the terms). This Policy applies only to the services of the Service. The Service recommends that you read the Privacy Policy of other services.

By registering, accessing or using the services of the Service, the User agrees on his own behalf and on behalf of his child to the terms of this Policy.

## **1. INFORMATION COLLECTED BY THE DRAGON FAMILY SERVICE**

The Service collects information about the User if:

- The User registers on the Service on their own behalf and on behalf of their child as the account owner;
- Uses The Services Of the Service;
- When contacting the Service support service;
- Participates in certain programs, offers and promotions of the Service.

Some of the Services of the Service can be accessed without registering and providing the Service with any personal data. If the User does not become a member or account owner, he will be considered a user of the Service.

The information that the Service collects from Users includes:

- Last Name First Name Patronymic;
- email address;
- user name in the Dragon Family service;
- date of birth;
- phone number;
- profile picture;
- and the password.

### **1.1. Information about the Service users**

The Service requires up-to-date personal data of the User in order to register in the Service and get full access. The Service uses personal data (email address) for sending notifications or other purposes, as described in this Policy.

Currently, only registered Users have full access to all the features of the Service. The User independently decides whether to provide their personal data to the Service.

#### **Prohibited ways of using the Service.**

Providing a secure and open Service to the wider community requires that each of us abide by the rules.

- You may not impersonate other people or provide inaccurate information.

You are not required to disclose your identity, but you must provide us with accurate and up-to-date information (including registration information), which may include personal data. In addition, you may not impersonate people you are not, or represent companies you are not related to, or create accounts for others without their express permission.

- You may not engage in any illegal, deceptive, deceptive, or other activities for illegal or unauthorized purposes.
- You may not violate (or assist or encourage others to violate) these Terms or our terms, including, but not limited to, the Dragon Family User Agreement.
- You may not sell, license, or purchase any accounts or data obtained from us or from our Service. This includes attempts to purchase, sell, or transfer any of your account

data (including your username), request, collect, or use other users' login credentials or badges, or request or collect usernames and passwords, or assign access tokens to others.

- You may not, without permission, publish users' personal or confidential information or otherwise violate anyone's rights, including intellectual property rights (for example, by violating copyright, trademark rights, or distributing counterfeit or pirated goods). You may use other people's work in accordance with the exceptions or restrictions in respect of copyright and related rights provided for by applicable law. You represent that you own the content that you publish or share, or have obtained all the necessary rights to it.
- You may not modify, translate, or reconstruct any of our products or their components, or attempt to create derivative works based on them.

### **The permissions you grant us.**

As part of our agreement, you also grant us the permissions necessary to provide the Service.

- We do not claim ownership of your content, but you do grant us a license to use it.

Your rights to your content remain unaffected. We do not claim ownership of your content that you post on or through the Service, and you have the right to share it with anyone at any time. However, we need to obtain some legal permissions from you (referred to as a "license") to provide the Service. When you post or upload content that is subject to intellectual property rights (such as photos or videos) to our Service, or share such content or in connection with our Service, you hereby grant us a non-exclusive, royalty-free, worldwide license to transmit and sublicense, store, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works based on your content (in accordance with your privacy settings and the app). The license is terminated when your content is removed from our systems. You can delete the content individually or all at once by deleting your account.

- Permission to use your username, profile photo, and information about your actions in connection with your accounts.

You grant us permission to display your username, profile picture, and information about your activities (such as Likes) or relationships (such as subscriptions) near or in connection with accounts that you subscribe to or interact with.

- You agree that we may download and install updates to the Service on your device.

### **Additional rights that we reserve**

- If you choose a username or similar means of identification for your account, we reserve the right to change it if we deem it appropriate or necessary (for example, if it violates someone's intellectual property rights, or if you impersonate another user, or it contains offensive and abusive words).
- You may use our intellectual property and trademarks only with our prior written permission.

- You must obtain written permission from us or permission under an open license before modifying, creating derivative works, decompiling, or otherwise attempting to obtain the source code from us.

### **Deleting content and temporarily or permanently disabling your account**

- We have the right to remove any content or information that you share on the Service if we believe that it violates these Terms of Use or our rules, or if this is permitted or required by law. We have the right to refuse or immediately stop providing you with the Service in whole or in part (including disabling your access to the Services of the Service) in order to protect our community or services, or provided that you create a risk or adverse legal consequences for us, violate these Terms of Use or our rules, systematically violate the intellectual property rights of others, or this is permitted or required by law. We also have the right to terminate or modify the Service, remove or block content or information provided on our Service, or terminate the Service in whole or in part, if we deem that this is necessary to a reasonable extent to prevent or mitigate negative legal or regulatory consequences for us. If you believe that your account was disabled by mistake, or you want to disable or permanently delete your account, please contact our support service support@dragon.family. If you request the deletion of the content or your account, the deletion process will start automatically no later than 30 days from the date of sending the request. Once the deletion process begins, it may take up to 90 days before the content is removed. If you delete the content, it will not be viewed by other users, but it will still be subject to these Terms of Use and our Data Usage Policy. After the content is deleted, it may take up to 90 additional days to remove it from backups and disaster recovery systems.

### **Who will be held responsible if anything happens.**

- Our Service is provided "as is", and we cannot guarantee its security, protection and perfect operation. To the extent permitted by law, we also disclaim all express and implied warranties, including the implied warranties of fitness for the purposes for which such products are commonly used or for a specific purpose, non-infringement of intellectual property rights, and non-infringement of intellectual property rights.
- We also do not control the statements and actions of people and other persons and are not responsible for their (or your) actions and behavior (on and off the Internet) or content (including illegal or reprehensible). In addition, we are not responsible for the services and features offered by other people or companies, even if you access them through our Service.
- Our liability for everything that happens on the Service (also referred to as "liability") is limited to the maximum extent permitted by law. In the event of problems with our Service, we are not able to predict all their possible consequences. You agree that we will not be liable for any lost profits or income, lost information or data, or for indirect, punitive, or incidental damages arising out of or in connection with these

Terms, even if we were aware of the possibility of such damages. This provision also applies to our deletion of your content, information, or account.

## **1.2. Social networks**

Our service allows you to register via a social media platform (for example, Facebook, VK, Google, etc.), while the User must understand that such websites also store personal data, and therefore you should carefully study the privacy rules of these networks, which the Dragon Family Service cannot influence. The use of this functionality is solely at the discretion of the Account User.

## **2. PURPOSE AND PURPOSES OF INFORMATION PROCESSING**

The Service uses the information received from Users only for internal purposes of the Service. The purpose and purpose of using the collected information are listed below:

- to manage the User's account, support and provide information;
- to monitor the effectiveness of the Service visit ;
- for Service usage analytics (for example, the number of app downloads);
- to improve understanding of user trends and preferences;
- to improve the quality of services;
- to provide personalized information from the Users ' experience of using the Service (for example, recognizing data that was entered by the User earlier, to prevent re-entering such information);
- to offer Users services based on preferences and interests;
- to provide parameters for personal configuration of the Service;
- to create new features and capabilities.

In addition to the purposes described in Section 1, the Service may use the User's email address and username to track Users ' compliance with the terms of use, in cases of gross violations, the Service has the right to permanently prohibit the User from accessing the Service. The Service may also use User data to allow parents to view their children's personal information that they have provided to the Service. As well as to provide Users with notifications and updates to the Service, and to offer new ideas, programs and services.

### **2.1. Yandex. Metrika analytical service. Cookies**

The service uses the Yandex Metrika analytics service to better understand who uses the Service and how they use it. The Yandex Metrika service uses so-called cookies, i.e. text files that are stored on the user's computer and help analyze their use of the Service. It is used to collect information such as the time of the visit, the pages visited, the time spent on each page, the IP address, and the type of operating system used. The Service uses the information received only for managing and improving the Service, for configuring content and customizing the Service, as well as for conducting research and analyzing traffic.

## **3. PROCEDURE FOR THE USE AND DISCLOSURE OF PERSONAL INFORMATION**

The Service does not transfer personal or other data to third parties for their marketing or advertising purposes. This Policy is intended to protect the Service from any such activity.

### **3.1. Exceptions**

The Service may transfer information to third parties that allows you to identify the User only in the following cases:

- With the User's consent to the transfer of information to third parties, indicating to whom.
- If the Service deems it necessary to comply with the requirements of the law, regulatory legal act or judicial process. If we intend to disclose information about the User, in accordance with the current regulation, the Service will notify the User in advance, unless such notification is prohibited by law or a court order. None of the terms of this Personal Data Protection Policy have any restrictions on any legitimate objections or remedies available to the User in relation to the actions of third parties aimed at obliging the Service to disclose information, including in relation to legal orders of state authorities.
- If the information is disclosed to third parties who assist the Service in offering and improving the Services provided, in particular, to those persons who provide the Service with certain technical tools and analytical services (including marketing partners), which help to better understand how Users use the services of the Service, so that the Service has the opportunity to improve them. We require such companies to comply with the restrictions set out in this Policy.
- If the Service sells, transfers or otherwise makes available for general use all or any part of its assets, including the information specified in this Policy, in connection with a merger, acquisition, reorganization or sale of assets in the event of bankruptcy, the Service has the right to disclose information that is aggregated data about how our Users use the Service, so that it is not possible to identify you individually.

## **4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

4.1. In order to comply with the right to protect personal data, the Service provides its Users with the following options:

Correction and deletion of data. By logging in to your account, the User can independently edit and delete your personal data; if the User needs help, he has the right to contact the technical support service [support@dragon.family](mailto:support@dragon.family).

Prohibition or restriction on the use of data. The User may send a request to terminate or restrict the use of all or some of the personal data to the email address of the Service's technical support [support@dragon.family](mailto:support@dragon.family).

For security, privacy, or technical reasons, the Service may only respond to requests that meet the requirements of applicable laws or regulations.

4.2. User rights governed by the law "On personal data" dated 27.07.2006 No. 152-FZ, GDPR (EU Regulation 2016/679 of 27 April 2016 — General Data Protection Regulation), COPPA (Children's Online Privacy Protection Act).

4.3. The user has the right to receive information regarding the processing of their Personal data.

4.4. The User has the right to require the Service to clarify his / her Personal Data if the User's Personal Data is incomplete, outdated, or inaccurate. The User has the right to withdraw his consent to the processing of Personal Data by sending a letter/application in free form to the email address support@dragon.family.

4.5. If the User believes that the Service processes his / her Personal Data in violation of the requirements of the law or otherwise violates his / her rights and freedoms, the User sends a claim/application in free form to the Service's address by email support@dragon.family. Before applying to the court with a claim for disputes arising from the relationship between the User and the Service, the submission of a claim (a written proposal for a voluntary settlement of the dispute) is mandatory. The Service notifies its author (User) in writing about the results of the review. If an agreement is not reached, the dispute will be referred to the court at the place of registration of the Service Owner in accordance with the current legislation of the Russian Federation.

## **5. STORING AND DELETING DATA**

5.1. The User's personal data is stored for the entire duration of the account or for as long as it is necessary to provide the User with the Services of the Service. If the User wants to delete their account, you can do this using the Service in the settings or write to the email address support@dragon.family. .

5.2. The Service stores and uses personal data in the Russian Federation. To ensure the security of personal data when transferring and / or processing information between countries, we use appropriate security measures that are considered permissible under applicable laws or regulations.

## **6. CHANGES TO THIS PRIVACY POLICY**

As we continue to develop, the Service may decide from time to time to make changes to this Policy. The procedure for using user information by the Service is determined by the most recent version of this Policy. In the event of changes to this Policy, the Service is not responsible for timely familiarizing Users with the latest version. If the User continues to use the services of the Service, this means that he agrees with all changes and additions to this Policy and accepts them.

Parents are strongly encouraged to participate in their children's online activities and monitor their children's use of email and other data on the Internet. We recommend that you keep your child's privacy and instruct them never to provide personal information on any site without your permission.

## **7. MEASURES TO ENSURE THE SECURITY AND CONFIDENTIALITY OF PERSONAL DATA DURING THEIR PROCESSING**

7.1. When processing Personal Data, the Service takes all necessary and sufficient organizational and technical measures or ensures their adoption, provided for by the legislation in the field of personal data protection, to protect Personal Data requiring confidentiality from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions with it by third parties.



7.2. Measures to ensure the security of Personal Data during their processing, applied by the Service, are planned and implemented in order to ensure compliance with the requirements of the legislation in the field of Personal Data and the regulatory legal acts adopted in accordance with it.

7.3. Ensuring the security of Personal Data is achieved, in particular:

7.3.1. appointment of the person responsible for the organization of Personal Data processing;

7.3.2. development and implementation of local acts on the processing of Personal data;

7.3.3. identification of threats to the security and confidentiality of Personal Data during their processing;

7.3.4. application of organizational and technical measures to ensure the security and confidentiality of Personal Data;

7.3.5. the use of information security tools that have passed the compliance assessment procedure in accordance with the established procedure;

7.3.6. restriction of access of third parties to the premises where the technical means for processing Personal Data are located, as well as information carriers are stored;

7.3.7. detection of unauthorized access to Personal Data and taking measures;

7.3.8. familiarizing employees directly engaged in the processing of Personal Data with the provisions of this Policy;

7.3.9. recovery of Personal Data modified or destroyed as a result of unauthorized access to them;

7.3.10. familiarization of employees directly engaged in the processing of Personal Data with the provisions of the legislation on Personal Data, including the requirements for the protection of Personal Data;

7.3.11. control over the measures taken to ensure the security of Personal Data.

Internal control over the compliance of Personal Data processing with the legislation and regulatory legal acts adopted in accordance with it is carried out in accordance with the procedure established by the Decree of the Government of the Russian Federation No. 1119 of November 1, 2012 "On Approval of Requirements for the protection of personal Data when processing them in Personal Data information Systems".

## **8. FINAL NOTE TO PARENTS ON THE PROTECTION OF CHILDREN'S PERSONAL DATA**

The Internet offers a world of great opportunities for your children. Your participation is essential to ensure that children have a safe and rewarding online experience. We recommend that you stay informed about what your child is doing on the Internet. Your efforts to advise your children on the rules of use on the Internet will help guide them to age-appropriate sites and lead them to a useful, correct and rich experience on the Internet.

## **9. CONTACT INFORMATION**

Limited liability company "Dragon Family Rus" (LLC "DFR"), TIN 7702429530, legal address: 119270, Russia, Moscow, Luzhnetskaya embankment, 2/4, p. 17, office 127

**support@dragon.family**

This Privacy Policy is effective from March 26, 2018.

This Privacy Policy was updated on April 6, 2021.