

PRIVACY POLICY

DRAGON FAMILY

This Privacy Policy (hereinafter referred to as 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 referred to as the “Copyright Holder of the Service”).

"Service" - collectively, Dragon Family App mobile apps for iOS and Android platforms, as well as the Quiz Battle App¹, website <https://dragon.family/hello>, their services, tools, introductory and educational content, games, related services.

The “Rightholder of the Service” is a limited liability company “Dragon Family Rus”, established and registered in accordance with the legislation of the Russian Federation, located at the address: 119270, Russia, Moscow, Luzhnetskaya Embankment, 2/4, p. 17, office 127.

“Account Owner, User” – You must be at least 13 years old or you must have reached the minimum age from which it is legally allowed to use this Service in your country. You are a capable citizen, parent or legal guardian who has created an account for yourself and on behalf of the child in the Service.

A “family member” is a User who has been invited by a parent and/or child to a shared family account of the Service.

“Account Settings” is the account management center in the Service, where the account owner can manage various settings associated with the account.

“Content” means design elements, scripts, illustrations, graphic images, texts, photographs, 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.

“Chat” is a tool for Users to communicate around their chosen hobby inside the Dragon Family application.

“Contest” is a contest within each hobby on the chosen topic of the week. In contests, Users share their photos or drawings. Users have the opportunity to participate and vote for their own Content in contests, and the content of others.

“My Friends” are Users of the Service who are subscribed to you and/or you are subscribed to them. In this section you can see the User's name, profile photo, age, number of subscribers, list of hobbies, list of goals.

“Service Partners” are legal entities that have concluded service agreements with the Service Copyright Holder.

Who can use the Service.

¹ Quiz Battle App is a mobile application for iOS and Android platforms, which is a companion application of the Dragon Family App, as an additional source of content and motivation.

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

You must be at least 13 years old or you must have reached the minimum age from which it is 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 the child in the Dragon Family App and Quiz Battle 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 strives 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 User information, including their personal data, from unauthorized access and disclosure, which will be collected on our Service. The condition for using the Service is the user's consent to this Policy.

By registering and using the Service, the User agrees to the terms of this Policy.

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” dated 27.07.2006 No. 152-FZ, GDPR (EU Regulation 2016/679 of April 27, 2016 — General Data Protection Regulation), COPPA (Children's Online Privacy Protection Act).

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

The Service does not sell any information (personal and other data); does not track personal information, and also 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 points:

- information collected by the Service;
- purpose and purposes of information processing;
- the procedure for the use and disclosure of personal information;
- rights and responsibilities of the parties;
- data storage and deletion;
- data storage outside the country;
- amendments 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 familiarize yourself with 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 SERVICE

The Service collects information about the User if :

- The User registers on the Service on his own behalf and on behalf of his child as the account owner;
- Uses The Services of the Service;
- When contacting the Service support service;
- Participates in certain programs, contests, 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 visitor to the Service.

The information that the Service collects from Users includes:

- Last name, First name ;
- email address;
- user name in the Service;
- date of birth;
- phone number;
- profile photo;
- photos and drawings of Users in contests and chats;
- password.

1.1. Information about the users of the Service

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 (for example, email address) to send notifications or for other purposes as described in this Policy.

Currently, only registered Users have full access to all the functions of the Service. The User decides on his own whether to provide his 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 follow the rules.

- You have no right to 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 have no right to impersonate people you are not, or represent companies you are not related to, or create accounts for other people without their express permission.

- You have no right to commit illegal, misleading or deceptive actions, or other actions for illegal or unauthorized purposes.
- You have no right to violate (as well as to help others or encourage them to violate) these Terms or our rules, including, among other things, the User Agreement of the Service.
- You have no right to sell, license or purchase any accounts or data received 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 login credentials or badges of other users, as well as request or collect usernames and passwords, or assign someone else's access tokens.
- You have no right to publish personal or confidential information of users without permission or otherwise violate anyone's rights, including intellectual property rights (for example, by violating copyright, trademark rights, distribution of counterfeit or pirated goods). You have the right to use other people's works in accordance with the exceptions or restrictions regarding 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 give us the permissions necessary to provide the Service.

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

Your rights to your content remain unchanged. We do not claim ownership of your content that you publish 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 (for example, photos, drawings 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 with the right to transfer and sublicense for storage, use, distribute, modify, launch, copy, publicly perform or display, translate your content and create derivative works based on it (in accordance with your privacy settings and the application). 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, photos and drawings of contests, and information about your actions in connection with accounts.

You give us permission to display your username, profile photo, photos and drawings of contests, and information about your actions (for example, Likes) or relationships (for example, subscriptions) next to 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 source code from us.

Deleting content and temporarily or permanently disabling your account

- We have the right to delete any content or information that you share on the Service if we consider that they violate this Policy 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 all or some of 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 this Policy or our rules, systematically violate intellectual property rights, the property of other people, or it is allowed or provided for by the requirements of the legislation. We also have the right to terminate or change the operation of the Service, delete or block the content or information provided on our Service, or terminate the provision of the Service in whole or in part, if we consider that this is necessary to a reasonable extent to prevent or mitigate negative legal or regulatory consequences for us. If you think 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 content or your account, the deletion process will begin automatically no later than 30 days from the date of sending the request. After the deletion process begins, it may take up to 90 days before the content is deleted. In the process of deleting content, other users will not be able to view it, but this Policy and the User Agreement of the Service will still apply to it. After deleting the content, it

may additionally take up to 90 days to remove it from backups and disaster recovery systems.

Who will be responsible if anything happens.

- Our Service is provided "as is", and we cannot guarantee its safety, protection and perfect operation. To the extent permitted by law, we also disclaim all express and implied warranties, including implied warranties of fitness for the purposes for which such products are commonly used, or for specific purposes, the inviolability of ownership 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 functions offered by other people or companies, even if you access them through our Service.
- Our liability for everything that happens in the Service (also referred to as "liability") is limited to the maximum extent permitted by law. In case 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 their occurrence. This provision also applies to the deletion of your content, information or account by us.
- You agree that the Service is not responsible for any information provided (text and/or photos) By users in our Service. This is also regulated by the User Agreement of the Service.

1.2. Social networks

Our service allows you to register via a social media platform (for example, VK, Google, etc.), while the User should understand that such websites also store personal data, and therefore you should carefully study the privacy rules of these networks, which the 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 purposes 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 ;
- to analyze the use of the Service (for example, the number of downloads of the application);
- 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, recognition of data that was entered by the User earlier to prevent the re-entry of such information);
- to offer Users services based on preferences and interests;
- to provide parameters for the 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 email address and user name to track Users' compliance with the Privacy Policy and User Agreement, 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. And also to provide Users with notifications and updates of the Service, and to offer new ideas, programs and services.

2.1. Yandex. Metrica analytical service. Cookies

The service uses the Yandex Metrica analytical service in order to better understand who uses the Service and how they use it. The Yandex Metrica service uses so-called cookies, that is, text files stored on the user's computer and helping to 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 to manage and improve the Service, to customize the content and individualize the Service, as well as to conduct research and analyze traffic.

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

The Service does not transfer personal and other data to third parties for their marketing or advertising purposes. This Policy is aimed at preserving the Service from any kind of such activity.

3.1. Exceptions

The Service may transfer information to third parties that allows to establish the identity of the User, only in the following cases:

- With the User's consent to transfer information to third parties, indicating to whom exactly.
- 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 regulations, the Service will notify the User about it in advance, unless such notification is prohibited by law or a court order. None of the terms of this Personal Data Protection Policy have 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 certain technical means and analytical services to the Service (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 be guided by the restrictions established by 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 representing aggregated data on how This is how our Users use the Service, so that it is not possible to establish your identity individually.

4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

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

- Correction and deletion of data. By logging into his account, the User can edit and delete his personal data independently; if the User needs help, he has the right to contact the technical support service 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 personal data to the email address of the technical support Service support@dragon.family.

In order to ensure security, confidentiality or for technical reasons, the Service has the right to respond only to requests that meet the requirements of current legislation or regulatory legal acts.

4.2. The rights of Users are regulated by the current legislation “On Personal Data” dated 27.07.2006 No. 152-FZ, GDPR (EU Regulation 2016/679 of April 27, 2016 — General Data Protection Regulation), COPPA (Children's Online Privacy Protection Act).

4.3. The User has the right to receive information concerning the processing of his Personal Data.

4.4. The User has the right to require the Service to clarify his Personal Data if the User's Personal Data is incomplete, outdated, 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 Personal Data in violation of the requirements of the law or otherwise violates his rights and freedoms, the User sends a claim/ statement to the Service in a free form to the email address in a pre-trial procedure support@dragon.family . Before going to court with a claim for disputes arising from the relationship between the User and the Service, the presentation 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's Copyright Holder in accordance with the current legislation of the Russian Federation.

5 . DATA STORAGE AND DELETION

5.1. The User's personal data is stored for the entire period of the account's existence or for as long as it will be necessary to provide the User with the Services of the Service. If the User wishes to delete his account, this can be done 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. AMENDMENTS TO THIS PRIVACY POLICY

As it develops further, 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 case of changes to this Policy, the Service is not responsible for timely familiarization of Users with the latest version. If the User continues to use the services of the Service at the same time, it will mean 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, instruct him 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 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 third-party information .

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 legislation in the field of Personal Data and regulatory legal acts adopted in accordance with it.

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

7.3.1. identification of threats to the security and confidentiality of Personal data during their processing;

7.3.1. application of organizational and technical measures to ensure the security and confidentiality of Personal data;

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

7.3.4. restriction of access of third parties to the premises where the technical means for processing Personal data are located, as well as storage media;

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

7.3.6. familiarization of employees directly engaged in the processing of Personal Data with the provisions of this Policy;

7.3.7. recovery of Personal Data modified or destroyed due to unauthorized access to them;

7.3.8. 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;

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

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

8. FINAL REMARK 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 up to date with what your child is doing on the Internet. Your efforts to recommend the rules of Internet use to your children will help direct them to age-appropriate sites and lead to their 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, actual address: 119270, Russia, Moscow, Luzhnetskaya embankment, 2/4, p. 17, office 127.

support@dragon.family

This Privacy Policy has been in effect since March 26, 2018.

This Privacy Policy was updated on June 22, 2022.