

Privacy Policy for LehBrothers s.r.l

At LehBrothers, accessible from www.LehBrothers.com or app mobile, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by www.LehBrothers.com and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in www.LehBrothers.com and app mobile. This policy is not applicable to any information collected offline or via channels other than this website.

Definitions

“Applicable Data Protection Legislation” means any legislation in force from time to time which implements the European Union Directive 95/46/EC and Directive 2002/58/EC and the General Data Protection Regulation (“GDPR”) 2016/679 of April 27th, 2016 and is applicable to this Agreement and all other applicable laws and regulations that may apply to the transfer of Personal Data.

“Personal Data” shall mean any information relating to a Data subject; an identifiable person is one who can be defined, directly or indirectly, notably by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his/her physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Contact data and Service Data are Personal Data.

“Contact Data” means any names, phone numbers, e-mail addresses and certain financial details held within commercial systems to conduct the Parties’ relationship management and billing transactions between the Parties;

“Controller”, “Data Subject”, “Personal Data”, “Process/Processing” and “Processor”, shall have the same meaning as in the European Union Directive 95/46/EC or the General Data Protection Regulation 2016/679 of April 27th, 2016.

“Service Data” means any Party’s Personal Data (that is not Contact Data) held within the Parties’ systems, applications or databases and that may be accessed, processed, used or stored as a consequence of performing the services under the Agreement.

“Third Country” means a country that is: (i) outside of the European Economic Area; and (ii) not the subject of a formal decision by the European Commission, made pursuant to Section 25(6) of the European Union Directive 95/46/EC or under Article 45 (1) of the General Data Protection Regulation 2016/679, stating that that country ensures an adequate level of protection for personal Data.

Consent

By using our website or app mobile, you hereby consent to our Privacy Policy and agree to its terms.

You must be aged 18 or over to use our app. When you sign up to use Stereo you will be asked to confirm your date of birth so that we can check that you are 18 or over. If you are not aged 18 or over you are not permitted to use our app.

Age identification

To identify your age for data protection purposes, for example to determine the legal requirements for processing of Personal Data. We request that anyone under the age of 18 not send any Personal Data about themselves over the Internet unless sent under the supervision of their parent or guardian. We do not knowingly collect Personal Data from children under 13 years old in the Game. We believe it is important to safeguard the privacy of children and encourage parents to regularly monitor their children's use of online activities. If you are a parent and believe that your child under the age of 13 has accessed and/or played the Game and provided personally identifiable information to us, please contact us at office@uptrust.eu or the mailing address at the end of this Privacy Policy and we will work to delete that account and any such personally identifiable information. This in compliance with Article 6(1)(c) of the GDPR.

Our apps does not knowingly collect any information about or market to anyone under the age of 18. If we become aware that somebody who is under 18 years old has registered with us and provided us with personal data, we will take steps to terminate that person's registration and delete their profile information from our app. If we do delete a profile because you violated our age restriction rules, we may retain your mobile number and IP address to ensure that you do not try to get around our rules by creating a new profile.

Payment information

In order to access the complete Game, certain premium game functions, levels, content and features etc. you are required to pay certain fees. When purchasing such features and functions etc. you may be asked by the platform/service providers to provide certain personally identifiable information, such as full name, billing address, email address, phone number and credit card number/expiration date etc. Please note that you must be the age of 18 or older to make purchases in the Game, however children over thirteen but under eighteen may access and play the game under the supervision of a legal guardian.

Once End Users have successfully entered valid credit card information etc. and completed the order process, a purchasing account will be created and maintained for them. The platform/service providers will use the information provided to process the End User's order and to send order confirmations via email, as well as to make future purchases easier for the End User. c does not sell, transfer or share customer information with third parties, except where applicable the information is transferred, disclosed and shared with its third-party agent(s) who uses the information solely to handle and deliver certain online activities necessary to operate our gaming business (e.g. processing orders and payments).

Information we collect:

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

Information you provide or is collected from you in or in relation to the Game and information from other sources

Information is provided by you or collected in or in relation to the Game and/or collected from other sources in order to:

provide, operate, improve and maintain the Game, game experience and services, your account(s);

personalize the Game, content, loyalty programs and related services to you;

send technical notices, updates, security alerts,

for support and troubleshooting reasons;

send support and administrative messages

provide news and information about the Game and/or about our games and products;

monitor the end users playing of the Game and activities in the Game;

facilitate sharing on social networks;

provide adults with advertising in accordance with given consent and/or permissible laws;

provide children reasonable contextual advertisements in the Game accordance with permissible laws;

identify, fix, and troubleshoot bugs and service errors, provide software updates etc;

resolve disputes, investigate and help curb fraud and illegal behavior, comply with the law, and to enforce our agreements and policies;

survey end users opinions about the game and related matters through surveys or questionnaires;

communication reasons related to the Game and related matters;

to store, process and use User Created Content in accordance with our Terms of Use;

to comply with applicable laws or respond to legal process (like requests from law enforcement or other public or government authorities);

to administer, process and examine claims of copyright infringements, or other violations of our Terms of Use;

manage the Game and send you confirmations and important information about your account, products, purchases, subscriptions, and warranties;

present offers and/or information relating to the Games and other games that you might like;

make recommendations to you; and

personalize advertising for you and deliver targeted marketing, service updates and promotional offers.

Processing of this information is necessary for the purpose of performance of a contract to which you are a party, in order to support the operation of the Game, facilitate the delivery of requested products and services, enable maintenance and update of the Game under Article 6(1)(b) of the GDPR, and purposes justified by our legitimate interests in providing advertisements and content of interest to you and improving our services in accordance with Article 6(1)(f) of the GDPR (“the balancing-of-interest rule”). Disclosure of your advertising ID to third parties for the purposes of behavioral advertising is based on your consent in accordance with Article 6(1)(a) of the GDPR. We only process your information to the extent that is necessary to achieve the purposes for which the information has been collected.

Information collected through the Game

Where applicable, access and playing of certain basic Game versions, experience of certain basic content and games features may not require registering of an account with applicable platform/service providers that are providing the Game etc. to you. However, in order to access and play the complete Game, access certain premium game functions, levels, content and features you must register an account with the platform/service providers that are providing the Game etc. to you. You must then create an account with the platform/service providers’ platforms that hosts the Game to access such premium game functions, levels, content and features etc. To create an account you are required to provide certain mandatory information such as your name, your email address, account login etc. which is mandatory in order to be able to establish an account. Our game and/or the platform/service providers (i.e. Apple App Store, Google Play etc.) collects financial information on the terms and conditions set out in this Privacy Policy and/or the platform/service providers’ own Privacy Policies, which can be found on the respective platforms. Our game does not use financial information for any purpose other than processing payments. Further you may, but may not be required to, provide certain voluntary information such as date of birth, screen name, your personal profile in the Game, interests in and use of various games, products and services, and any other personal or preference information.

Our Game may also collect and process other information when you interact with the Game online, such as the type of browser you are using, the type of operating system you are using; the IP address or other unique identifier such as a device identifier of any of your computer(s) or device(s) that are used to access the Game. Such information will be collected and processed irrespective of whether you only access the Game or if you actually play the Game. Our game may also collect and process certain information when you as a user with a user account interact with the Game such as the information in your personal profile, the relationships you form in the Game, the messages you send, the groups you form, the events you set up, the applications you add and the information you transmit information through various channels.

We share your data with the following categories of third-parties:

Information technology companies (hardware and software) which provide services to support our products

Fraud prevention and anti-spam providers to protect the service from criminal activity

Moderators to monitor activity on the site/apps and approve content

Law enforcement agencies, where we are required to by law or to protect the vital interests of a person

We ensure these parties must adhere to strict data protection and confidentiality provisions that are consistent with this Policy. Measures are taken to ensure that the data shared is non-attributable to the greatest extent possible.

How we use your information:

We use the information we collect in various ways, including to:

Provide, operate, and maintain our website and app.

Improve, personalize, and expand our website and app.

Understand and analyze how you use our website and app.

Develop new products, services, features, and functionality.

Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes.

Send you emails

Find and prevent fraud

Log Files

LehBrothers follows a standard procedure of using log files. These files log visitors when they visit websites or app. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons

Like any other website/app, uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Google DoubleClick DART Cookie

Google is one of a third-party vendor on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to www.website.com and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URLhttps://policies.google.com/technologies/ads

Advertising Partners Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of www.LehBrothers.com and our app mobile.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on www.LehBrothers.com/app mobile, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that LehBrothers has no access to or control over these cookies that are used by third-party advertisers.

AUTOMATED DECISION MAKING

We use automated decision making methods which do not involve human involvement to process your information only in the ways that are described in this Privacy Policy

We process your personal information via automated decision making methods in order to identify users who are suspected of cheating in the Games. Our automated decision making methods are designed to detect cheating by looking out for (i) excessive currency stores against actual completed gameplay; and (ii) excessive content against actual purchases made and completed gameplay.

If users are determined to be or suspected of cheating the following actions may be taken and which will be unknown to the user:

an increase in the number of advertisements displayed within the Games; and

an increase in the frequency of suspected cheats playing against other suspected cheats.

We may block users from the Games and/or the Online Services who are determined to be cheating following an automated decision process. In this scenario the user will be notified of the outcome and will have the right to obtain human intervention to express his or her point of view and to contest the decision to block access to the Games and/or the Online Services.

International Data Transfers

We may transfer and share your information to third parties (including service providers operating on our behalf) which may be located in countries outside the European Union (“EU”) and/or the European Economic Area (“EEA”) which may not have the same level of data protection laws as those in the country where you are located. Where your data is sent to a country outside the EU/EEA that is not subject to an adequacy decision by the EU Commission, the transfers will only occur based on the following safeguards: i) If the entity is certified to comply with the principles for data protection under the US-EU Privacy Shield Framework ("Privacy Shield") (see Privacy Shield at www.privacyshield.gov), or ii) If we have entered into EU Commission approved standard contractual clauses with the entity, which is deemed to offer sufficient safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals.

Third Party Privacy Policies

LehBrothers's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites/app.

GDPR Data Protection Rights

- You have a number of rights under UK/European data protection law.
- Right to be informed: what personal data an organisation is processing and why (we provide this information to you in this notice).
- Right of access: you can request a copy of your data.
- Right of rectification: if the data held is inaccurate, you have the right to have it corrected.
- Right to erasure: you have the right to have your data deleted in certain circumstances.
- Right to restrict processing: in limited circumstances, you have the right to request that processing is stopped but the data retained.
- Right to data portability: you can request a copy of your data in a machine-readable form that can be transferred to another provider.
- Right to object: in certain circumstances (including where data is processed on the basis of legitimate interests or for the purposes of marketing) you may object to that processing.
- Rights related to automated decision making including profiling: there are several rights in this area where processing carried out on a solely automated basis results in a decision which has legal or significant effects for the individual. In these circumstances your rights include the right to ensure that there is human intervention in the decision-making process.

So,

Your Choices and Controls

You have the following rights regarding your Personal Data:

The right to request access

In accordance to Chapter III, Article 15 of the GDPR a Data Subject may request access to processed Personal Data. This includes confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:

- **the purposes of the processing;**
- **the categories of Personal Data concerned;**
- **the recipients or categories of recipient to whom the Personal Data have been or will be disclosed, in particular recipients in third countries or international organizations;**

- where possible, the envisaged period for which the personal data will be stored or, if not possible, the criteria used to determine that period;
- the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- where the Personal Data are not collected from you, any available information as to the source;
- the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

Where Personal Data are transferred to a third country or to an international organization, you have the right to be informed of the appropriate safeguards pursuant to Article 46 relating to the transfer.

You shall be provided a copy of the Personal Data undergoing processing. For any further copies requested, we may charge a reasonable fee based on administrative costs. Where you make the request by electronic means, and unless otherwise requested by you, the information shall be provided in a commonly used electronic form. The right to obtain a copy shall not adversely affect the rights and freedoms of others. Please note that the access may be restricted due to intellectual property rights or trade secrets.

The right to object

You have the right to object to the Personal Data processing on grounds relating to your particular situation when the data are processed based on the balancing-of-interest rule in Article 6(1)(f) of the GDPR, see Article 21 of the GDPR. In this case, we will cease the processing unless there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or if the processing is necessary for the establishment, exercise or defense of legal claims. You have the right to object to our processing of your Personal Data for direct marketing purposes at any time. We will cease the processing of your Personal Data for this purpose after the objection. Please note that if you exercise this right, your user license to use the Game and related services will cease automatically.

Right of correction and erasure

You have the right to have inaccurate Personal Data rectified, in accordance with Article 16 of the GDPR.

You have the right to have your Personal Data erased where one of the following grounds applies, see Article 17 of the GDPR:

- The Personal Data is no longer necessary in relation to the purposes for which it was collected or otherwise processed,**

- **if you have withdrawn your consent and there are no other legal grounds for the processing,**
- **if you have objected to the processing and there are no overriding legitimate grounds for the processing,**
- **the Personal Data have to be erased for compliance with a legal obligation in Union or Member State law,**
- **the Personal Data have been unlawfully processed or**
- **the Personal Data have been collected in relation to the offer of information society services.**

Please note that your right to erasure may be limited if the data are necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims.

The right to restriction

You have the right to obtain restriction of processing in certain circumstances, in accordance with Article 18 of the GDPR. If you have the right to restriction, we will only process your Personal Data with your consent or for the establishment, exercise or defense of a legal claim or to protect a person or important grounds of public interest.

The right to withdraw consent

If we have asked for your consent to our processing of your Personal Data, you have the right to withdraw your consent at any time, in accordance with Article 7 of the GDPR. You may at any time opt out of and/or unsubscribe from emails from Our games and our service providers, or withdraw consent to Personal Data storage, either via the unsubscribe link included in the emails, or by emailing office@uptrust.eu . If you withdraw your consent, we will cease processing of the Personal Data for which you have withdrawn consent, unless we have a legal obligation to keep some or parts of your data. Please note that if you withdraw your consent, your right to play the Game and related services will cease automatically. The withdrawal of your consent does not affect the lawfulness of processing based on your consent before its withdrawal.

The right to data portability

You have the right to receive your Personal Data that you have provided to us in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hinderance if the processing is based on consent or contract performance, sin accordance with Article 20 of the GDPR.

Changing or Removing Account Information

Access and control over most Personal Data in the Game is readily available through the profile editing tools on your account with the applicable platform/service provider that you are accessing the game through. End Users may modify or delete any or all of their profile information at any time by logging into their accounts. Information will be updated as soon as possible. End Users who wish to deactivate their Game account may do so in their accounts with the applicable platform/service provider that you are accessing the game through. Removed information may persist in backup copies for a reasonable period of time but will not be generally available to other End Users or visitors of the Game. You cannot however remove communications made in any communication features in the Game, which might have been shared with other End Users (for example sending personal messages to another End Users).

If you wish to invoke any of the rights described above, you may contact us at any time by emailing us at office@uptrust.eu . We will process and answer your requests without undue delay and in any event within one month of our receipt of the request unless a longer period is required due to the complexity of the request. In this case, our response time can be up to three months in total as permitted by Article 12 of the GDPR.

Disputes

Disputes between you and Our games

OUR GOAL IS TO RESOLVE DISPUTES FAIRLY AND QUICKLY. FOR ALL DISPUTES AGAINST OUR GAMES, YOU AGREE TO FIRST CONTACT OUR GAMES AND TRY TO RESOLVE THE DISPUTE INFORMALLY BY SENDING A WRITTEN NOTICE OF THE CLAIM ("NOTICE") TO OUR GAMES. THE NOTICE TO OUR GAMES MUST BE SENT VIA REGISTERED LETTER TO THE ADDRESS LISTED IN SECTION BELOW OR BY EMAIL WITH CONFIRMATION OF RECEIPT. THE NOTICE MUST (A) INCLUDE YOUR NAME, YOUR RESIDENTIAL ADDRESS AND E-MAIL ADDRESS AND / OR MOBILE PHONE NUMBER ASSOCIATED WITH YOUR ACCOUNT REGISTERED WITH OUR GAMES AND/OR THE PLATFORM/SERVICE PROVIDER; (B) DESCRIBE THE TYPE AND REASON FOR THE CLAIM; AND (C) SPECIFY THE SPECIFIC COMPENSATION SOUGHT, IF ANY. IF YOU AND OUR GAMES CANNOT AGREE ON A SOLUTION TO THE DISPUTE WITHIN 60 DAYS OF RECEIVING SUCH A NOTICE, EITHER PARTY MAY INITIATE LEGAL PROCEEDINGS IN ACCORDANCE WITH SECTIONS BELOW.

User disputes

You are solely responsible for your interactions with other users of the Game. We reserve the right, but have no obligation, to monitor disputes between you and other users.

12. Arbitration

If you are located within the United States of America, the following applies to you: Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association (“AAA”). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall prevent either party from seeking remedies in small claims court of competent jurisdiction.

The right to refrain from arbitration. You may choose to waive this arbitration term. Then neither you nor Our games can demand that the other party take part in arbitration proceedings. In order to refrain, you must inform Our games in writing about this within 30 days of obtaining notice of this Arbitration section. You must provide the name and address, the e-mail address associated with your Game account (if you have one) and a clear wording that you want to waive the arbitration terms. All requests to refrain from arbitration must be sent to: Uptrust CyberSec SRL, Romania, Cluj county, Strada Gospodarilor Nr. 11A, Cluj-Napoca 400403, office@uptrust.eu do not waive this arbitration section it will ,

Class action waiver

YOU AGREE THAT ANY AND ALL CLAIMS MUST BE MADE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Claims

YOU AND OUR GAMES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS OF USE OR THIS PRIVACY POLICY MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Governing law

(a) If you are located outside of the United States of America this Agreement shall be governed by and construed in accordance with the laws of Romania, without giving effect to any principles of conflicts of law, and the parties hereby consent to the sole and exclusive jurisdiction of the courts of Romania, with the district court of Cluj as first venue, to resolve any disputes arising out of or relating to this Agreement unless otherwise required by mandatory applicable laws.

(b) If you are located within the United States of America, and unless otherwise required by a mandatory law of any jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to any principles of conflicts of law. You agree that any action arising out of or relating to this Privacy Policy that is not subject to mandatory arbitration as set forth above in section 12 shall be filed only in the state or federal courts in and for New York County, New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

(c) Notwithstanding anything to the contrary, WE may apply to any court of competent jurisdiction for injunctive or other equitable relief or payment claims.

Changes to our Privacy Policy

This Privacy Policy applies to all information collected by us or provided to us on and after the Effective Date. This Privacy Policy is subject to change and we may make any changes to this Privacy Policy as we see fit. Our games will notify you of material changes by posting them on applicable game/app stores, and/or on the websites etc. You are encouraged to check back and review this Privacy Policy from time to time so that you will always know what information is collected how it is used and to whom it is disclosed. Your continued use of our services and playing of the Game subject to this Privacy Policy will signify your acceptance of Privacy Policy changes.

Thank you,

LehBrothers SRL, Romania, Cluj county, Cluj-Napoca, info@lehbrothers.com
