

(FYNATIC) PRIVACY POLICY

1. INTRODUCTION

1.1 Affyn Pte. Ltd. (Company Registration Number: 202129354G) (“AFFYN”, “we”, “us”, or “our”) takes the privacy of your information very seriously. AFFYN has adopted this privacy policy (“Privacy Policy”) to explain how AFFYN collects, stores, discloses and uses the information collected in connection with AFFYN’s products and services including, but not limited to, AFFYN’s websites, applications for mobile platforms or devices (including third party applications utilizing the Services) such as the Fynatic App (“**Fynatic**”), web applications accessible on third party social networking services (SNS), game publisher and other networks and platforms, portals for third-party publishers, and web forums or messaging boards (collectively, the “Services”). Please read this privacy policy carefully.

1.2 BY INSTALLING, USING, REGISTERING FOR, OR OTHERWISE ACCESSING ANY SERVICES PROVIDED BY AFFYN, INCLUDING FYNATIC, YOU ARE AGREEING TO BE BOUND BY THIS PRIVACY POLICY (WHICH IS INCORPORATED INTO AFFYN’S TERMS OF USE) IN RESPECT OF THE INFORMATION COLLECTED ABOUT YOU IN CONNECTION WITH THE SERVICES, AND ARE CONSENTING TO THE COLLECTION, PROCESSING, USE AND DISCLOSURE OF INFORMATION AS DESCRIBED HEREIN.

2. COLLECTION OF PERSONAL INFORMATION AND NON-IDENTIFYING INFORMATION

2.1 In the course of using the Services, AFFYN may ask you to provide certain types of personal data (“Personal Information”). Personal Information is data (whether true or not), about an individual who can be identified (1) from that data, or (2) from that data and other information to which we have or are likely to have access. This includes information you provide to us, information collected automatically, whether through your use of the Services or otherwise, and information we collected from third parties. Personal Information that we collect from you may include, but is not limited to:

- 2.1.1 full legal name, nationality, gender, date of birth;
- 2.1.2 your screen/nickname or other IDs, including your username on Fynatic;
- 2.1.3 email address, residential address, mailing address, shipping information, telephone number;
- 2.1.4 government-issued identity document, proof of legal formation, proof of address;
- 2.1.5 IP address, wallet address;
- 2.1.6 face image, photo or other image (including avatars on Fynatic and otherwise);
- 2.1.7 credit card information (including credit card number and expiry date);

- 2.1.8 birthdate, gender, friend connections, and location or location data (if capable of identifying you directly or from that location data and other information which we have or are likely to have access); and
- 2.1.9 other information in connection with your use of the Services, such as purchase and/or redemption patterns.

2.2 AFFYN will collect, use, transfer and disclose Personal Information in accordance with this Privacy Policy.

2.3 The types of Non-identifying Information that AFFYN may collect and use include, but is 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 non-persistent device identifier (“Device ID”) (where such IP address or device properties are not capable of identifying you directly or from that data and other information which we have or are likely to have access); (ii) device software platform and firmware; (iii) mobile phone carrier; (iv) geographical data such as zip code, area code and location (where such geographical data is not capable of identifying you directly or from that data and other information which we have or are likely to have access); (v) game progress, time used playing, score and achievements; and (vi) other non-personal data as reasonably required by AFFYN to enhance the Services. AFFYN may collect, use, transfer and disclose Non-identifying Information for any legal purpose.

3. USE OF THIS INFORMATION

3.1 We will collect, use, disclose, store and/or process your Personal Information in order to:

- 3.1.1 administer your accounts with us;
- 3.1.2 provide services and communications, including sending you marketing communications relating to customised products or services (that may be of interest or relevance based on your profile), or AFFYN’s partners’, sponsors’ and advertisers’ products, services, events or promotions;
- 3.1.3 provide customer and technical support, including query requests and complaints, in connection with your use of the Services and otherwise;
- 3.1.4 verify your identity;
- 3.1.5 maintain legal and regulatory compliance;
- 3.1.6 help AFFYN obtain market research which may support AFFYN’s efforts to deliver a more valuable service to AFFYN users, including generative AI models used in AFFYN services, such as the Fynatic App;
- 3.1.7 engage in marketing activities, promotional events, contests, campaigns, including to serve ads that contain links to services, websites or

applications such as Fynatic, and AFFYN may further utilize your Device ID to track clicks or other ad fulfillment metrics;

- 3.1.8 for analytic purposes to measure business performance, strategy effectiveness, consumer behavior trends, targeted marketing and drive revenue growth;
 - 3.1.9 process payments and credit card transactions;
 - 3.1.10 comply with any terms and conditions AFFYN is bound by, applicable laws and regulations, codes of practice, guidelines and notices, or to assist in law enforcement and investigation conducted by any government bodies and/or regulatory authorities;
 - 3.1.11 prevent, detect or investigate any suspected or actual misconduct, fraud, unlawful or criminal activity including money laundering and terrorism financing;
 - 3.1.12 send you messages with informative or commercial content, announcements, promotional materials about AFFYN, the Services, Fynatic, or third party products and services that AFFYN thinks may be of interest to you and to offer you opportunities to participate in surveys, campaigns, contests and sweepstakes;
 - 3.1.13 allow AFFYN to keep you posted regarding our latest Services announcements, any changes in the Services, software updates, and upcoming events;
 - 3.1.14 send important notices, such as communications about your use of the Services and changes to our Terms of Use, this Privacy Policy, or other Service-specific policies;
 - 3.1.15 audit and analyze data to improve the Services and customer communications; and as otherwise permitted under this Privacy Policy;
 - 3.1.16 For any other purposes which we notify you and obtain your consent or deemed consent for prior to processing your personal data for that purpose, including but not limited to the generation of a synthetic data set;
- 3.2 For any other purposes for which you have provided the information for;
- 3.2.1 for the specific purposes specified in the other provisions in this Privacy Policy, including, in particular, in Section 4 below; and
 - 3.2.2 for purposes which are reasonably related to the aforementioned purposes.
- 3.3 Certain features of the Services may be able to connect to a Social Networking Service ("SNS") (e.g., Facebook). If you use such features or otherwise link your AFFYN account to an SNS, Personal Information and other information that you submit to the SNS

may be collected and used by AFFYN in accordance with this Privacy Policy, and you hereby consent to such collection, disclosure and use by AFFYN. AFFYN's access to such Personal Information and other information will be in accordance with the privacy settings you have set in your SNS account, if any. AFFYN may also use Personal Information and other information that you have provided or made accessible to the SNS to help you establish social connections with other AFFYN users.

4. SHARING THIS INFORMATION

4.1 AFFYN may share your Personal Information with:

- 4.1.1 our parent companies, affiliates and subsidiaries to carry out Services and for the specific purposes outlined in Section 3 above;
- 4.1.2 third-party identity verification and/or screening service providers to fulfill the customer due diligence obligations owed by AFFYN;
- 4.1.3 third-party transaction monitoring service providers to assist in the prevention of fraud and other illegal activities and to fulfill AFFYN's obligations under anti-money laundering and countering the financing of terrorism laws and regulations;
- 4.1.4 service providers under contracts who provide professional services to AFFYN, such as legal and accounting advisories, marketing, payment, or technology services;
- 4.1.5 financial institutions and payment service providers with which we partner with to process payments you have authorized; and
- 4.1.6 law enforcement, government officials and agencies, regulators, or other third parties when we are compelled to do so by a subpoena, court order, or similar legal procedure, to comply with applicable laws and regulations, to report suspected illegal activity, or to investigate violations of our Terms of Use or any other applicable policies

4.2 In the event that AFFYN undergoes a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets or undergoes bankruptcy, reorganization, liquidation or analogous proceedings, AFFYN may transfer all of your information, including Personal Information, to the successor organization in such transition or as a part of such proceedings. You will be notified via email and/or notice on our Sites of any change in ownership or users of your Personal Information.

4.3 In addition to the foregoing, AFFYN may also disclose your Personal Information with other third parties when we have received your consent to such disclosures, including to third-party merchants on Fynatic for the purpose of personalising your experience in using the Services.

5. DISCLOSURE OF INFORMATION WITHIN THE SERVICES

5.1 As a user with an account, you may create your own profile, connect with other users of Services, send messages and transmit information through various channels. Please remember that any communications you have via the Services (including through AFFYN applications, such as Fynatic, or websites or third party publishers utilizing the Services in their own applications or websites) may reveal your screen name and the content of your communications, making this information publicly available to other users. AFFYN does not assume responsibility, and disclaims liability, for the activities of other users or other third parties to whom you provide your Personal Information or otherwise interact.

6. LOCATION-BASED SERVICES

6.1 For location-based Services, AFFYN may collect, use, and share precise location data, including the real-time geographic location of your computer or mobile device. Unless you explicitly opt-in to permit the use and sharing of your Personal Information regarding your geographic location, your location data will only be collected and used anonymously in a form that does not personally identify you. When you opt in to location services of a third party publisher's application which utilizes the Services, whether on Fynatic or otherwise, AFFYN will share your geographic location with such third party publishers and related application providers in connection with their location services. Please note that some location-based services may require your Personal Information for the feature to work as intended.

7. COOKIES, WEB BEACONS AND OTHER TECHNOLOGIES

7.1 The Services may include third party advertisements. These ads may be served by third party advertising companies that deliver cookies to your computer or mobile device, allowing these companies to track the ads. These companies will consequently be able to recognize your computer or mobile device when they send you an advertisement. These advertisers may use information about your visits to the Services in order to provide advertisements about goods and services that may be of interest to you.

7.2 You have the option to disable cookies by changing the options in your browser to stop accepting cookies or to prompt you before accepting a cookie from the pages you visit. Please note, however, that "flash" cookies operate differently from browser cookies and cookie management tools available in a web browser may not remove "flash" cookies. If you do not accept cookies, however, you may not be able to view or use all portions of the Services, including Fynatic, due to limited functionality.

8. SECURITY OF YOUR INFORMATION

8.1 We have implemented technology and policies to safeguard your privacy from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks and the loss of any storage medium or device on which personal data is stored. We use secure server software (TLS1.2) to encrypt any Personal Information you need to input before it is sent to us. TLS 1.2 encryption is the industry standard security protocol used for

encryption of data sent over the Internet. All browsers and application software should be upgraded to support TLS1.2 256-bit encryption.

8.2 Confidential data is stored encrypted at rest within our enterprise databases. This adds a protection layer to your data that enforces that the written files for storage are only accessible once decrypted by an authorized process or application.

8.3 In order to access our marketplace features, all accounts need to be verified and accessed through their individual valid user-ids and passwords. This ensures that only authenticated users can gain entry into our systems.

8.4 When entering your user and password, you should always ensure that the Services, the website you are visiting or the application or software you are using belongs to AFFYN.

8.5 It is important that you protect and maintain the security of your account and that you immediately notify AFFYN of any unauthorized use of your account. If you forget the password to your AFFYN account, the Services allow you to request that instructions be sent to you that explain how to reset your password. When you sign into your account or enter payment information (such as a credit card number), AFFYN encrypts the transmission of that information using secure socket layer technology ("SSL").

8.6 AFFYN takes commercially reasonable precautions against possible security breaches of our Services and customer records but no website or internet transmission is completely secure. AFFYN does not guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. AFFYN urges you to take steps to keep your Personal Information safe (including your account password), and to log out of your account after use. In addition, if your SNS account is hacked, it may lead to unauthorized use of Services you have procured, whether on Fynatic or otherwise, so be careful to keep your account information secure.

8.7 The transmission of information over the internet is not completely secure. AFFYN cannot guarantee the security of your data while it is being transmitted and any transmission is at your own risk.

8.8 Recommended security precautions you should adopt:

8.8.1 protect and safeguard your account credentials;

8.8.2 protect your endpoints from viruses and malicious programs;

8.8.3 beware of and protect your credentials and sensitive information from phishing, spyware and keyloggers;

8.8.4 avoiding hoax and scams from emails, social media and other unverified sources;

8.8.5 having good cyber hygiene on the Internet and Mobile devices; and

- 8.8.6 protecting all your account credentials (including, where applicable, your passwords and wallet private keys) and never sharing it with anyone outside of AFFYN.

9. REQUESTS FOR ACCESS TO PERSONAL INFORMATION, AND CHANGING AND RETENTION OF PERSONAL INFORMATION

9.1 You may request that AFFYN provide you with the Personal information about you that is in the possession or under the control of AFFYN, and the ways in which the Personal information about you has been or may have been used or disclosed by AFFYN within a year before the date of request. Subject to exceptions from needing to provide you with such information under applicable law, in particular in respect of the matters specified in the Fifth Schedule of the PDPA, AFFYN will provide you with such information as soon as reasonably possible. Notwithstanding the above, AFFYN will not provide you with such information if provision of such information could reasonably be expected to:

- 9.1.1 threaten the safety or physical or mental health of an individual other than you;
- 9.1.2 cause immediate or grave harm to the safety or to the physical or mental health of you;
- 9.1.3 reveal personal data about another individual (other than user activity data about, or any user-provided data from, you despite such data containing personal data about another individual);
- 9.1.4 reveal the identity of an individual who has provided personal data about another individual and the individual providing the personal data does not consent to the disclosure of his or her identity (other than user activity data about, or any user-provided data from, you despite such data containing personal data about another individual); or
- 9.1.5 be contrary to the national interest.

9.2 You can access some of your Personal Information by logging into your account or by requesting for us to provide you your Personal Information and/or the ways in which the Personal information about you has been or may have been used or disclosed by AFFYN within a year before the date of request by sending an email to support@affyn.com.

9.3 We aim to keep our information about you as accurate as possible. If you would like to review or change the details you have supplied us with, you may do so at any time by contacting us at support@affyn.com, with the email header "Request to Update Personal Information".

9.4 In the event you intend to transfer any of your data concerning your use of any AFFYN Services (including, but not limited to, User Content, Virtual Items and Virtual Currency as defined in the Terms of Use (Games)) to another mobile device or to a reinstalled version of any AFFYN Services such as Fynatic, you shall comply with the procedures specified by AFFYN and acquire a password from AFFYN for such transfer.

9.5 Data transfers shall be limited to transfers between the same version of a particular AFFYN Service on the same platform. Except in the event the transfer is effected by means of an authorized function of the applicable AFFYN Service, you may not transfer any of your Personal Information or Non-Identifying Information to any other AFFYN Service or to any other service, equipment or device or platform.

9.6 AFFYN will cease to retain documents containing Personal Information, or remove the means by which the Personal Information can be associated with you, as soon as it is reasonable to assume that the purpose for which that Personal information was collected is no longer being served by retention of the Personal Information, and retention is no longer necessary for legal or business purposes. You may also email to withdraw your consent to AFFYN's collection, use or disclosure of your Personal information for any purpose. Notwithstanding the above, AFFYN may retain an archived copy of your records as required by law or for legitimate business purposes.

9.7 When we receive a notice from you requesting withdrawal of your consent to AFFYN's collection, use or disclosure of all your Personal Information for all purposes, we will proceed to tag your account with us as 'Closed' and you will no longer have any access to the Services. However, your Personal Information as well as your withdrawal of your consent will still be stored in our archive database and third parties whom we have lawfully shared your information with, for a period of time until it is reasonable to assume that the purpose for which that Personal information was collected is no longer being served by retention of the Personal Information, and retention is no longer necessary for legal or business purposes.. This is especially important to deter fraud or any account takeover by ensuring that the person who tries to commit fraud will not be able to avoid detection by closing an account and opening a new account. We will request and use reasonable endeavors to procure the above mentioned third parties to take the same action as us.

10. INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

10.1 From time to time we may send you information about our game or Fynatic updates and product launches that we think may be of interest to you.

10.2 You can tell us to stop this at any time by sending an email to fynatic_usersupport@affyn.com.

10.3 Also, as mentioned above, we may pass your information onto one of our business partners or to other selected third parties to enable them to send you information which may be of interest to you but only if you have given us permission to do so when you register an account with us. You can choose to opt out at any time by sending an email to fynatic_usersupport@affyn.com.

11. OUR POLICY REGARDING USERS UNDER THE AGE OF 18

11.1 Under our Terms of Service, users under the age of 18 (or the age of majority in your jurisdiction) may only access the AFFYN Services with the permission of a parent or legal guardian who has agreed to be bound by these Terms. That such consent has been

obtained must be confirmed by the user who is required to tick a specific consent box during the account registration process.

11.2 AFFYN does not knowingly collect or solicit Personal Information from or direct or target interest-based advertising for minors below the age of 18. The Services are not intended or directed to minors. If you are under 18, you agree to obtain consent from your parent or legal guardian before sending any Personal Information to AFFYN.

11.3 Parents or guardians can review, modify, or request the deletion of the minor's information by contacting our privacy team directly at fynatic_usersupport@affyn.com.

12. INTERNATIONAL TRANSFER OF INFORMATION

12.1 As part of the services offered to you through a Site or Fynatic, the information you provide to us may be transferred to countries outside of Singapore. By way of example, this may happen if any of our servers are located in a country outside of Singapore or one of our service providers is located in a country outside of Singapore. If we transfer your information outside of Singapore in this way, we will take steps with the aim of ensuring that your privacy rights continue to be protected as outlined in this privacy policy. If you use our Services while you are outside Singapore, your information may be transferred outside Singapore in order to provide you with those Services.

13. CHANGES TO THIS POLICY

13.1 We may change the terms of this privacy policy from time to time without notice, including doing so to clarify it or ensure that it complies with applicable law. The updated version will be binding on you as long as you use a Site, Fynatic or any services thereon. We have no obligation to update you of any changes to the policy.

14. CONTACT US

14.1 If at any time you would like to contact us with your views about our privacy practices, or with any enquiry relating to your personal information, you can do so by sending an email to us at privacy@affyn.com, attention: Data Protection Officer.