

# PRIVACY POLICY

## Gems Defenders

### 1. GENERAL

- 1.1. This Privacy Policy applies to the processing of the personal data in connection with the use of Gems Defenders which is a singleplayer match three game with tower defense features (the “**Game**”), the Services (as defined below) and the Website (as defined below). By downloading, browsing, accessing or using the Game and our Services, you confirm that you have read this Privacy Policy and that you agree to be bound by this Privacy Policy. This Privacy Policy sets out the rights and obligations governing the relationship between us, Tesaks Entertainment s.r.o., as the owner and operator of the Game and as the provider of the Services and the Website, and you, as the user of the Game, Services and Website.

### 2. DEFINITIONS

- 2.1. In this Privacy Policy, the following capitalized terms shall have the following meanings, except where the context otherwise requires:

Terms such as “**Tesaks Entertainment**”, “**we**”, “**us**” and “**our**” refer to Tesaks Entertainment s.r.o., company incorporated and existing under the laws of the Czech Republic, ID No. 09683623, registered office at Josefodolska 20, Debr, 293 01 Mlada Boleslav, Czech Republic.

“**Account**” means an account created by you in the Game during Registration.

“**Privacy Policy**” means this Privacy Policy available at: <https://www.tesaks.com/privacy-policy-gems-defenders/>.

“**Register**” means to create an Account in the Game and “**Registration**” means the act of creating such an Account.

“**Services**” means all the services provided by us via the Game to you.

“**Technical data**” means all the technical data as described in Article 6.2 of this Privacy Policy.

“**EULA**” means End User License Agreement of the Game available at: <https://www.tesaks.com/eula-gems-defenders/>.

“**Unity**” means **Unity Software Inc.**, a limited liability company incorporated in the state of Delaware, under Reg. No: 0001810806, with its registered seat at 30 – 3<sup>RD</sup> Street, San Francisco, CA 94103.

“**Website**” means our website available at: <https://tesaks.com>.

### 3. THE GAME AND THE SERVICES

- 3.1. The Game represents a free-to-download version of the Game, where you are being rewarded with ingame resources for walking certain distances.
- 3.2. Once you download and install the Game and successfully complete the Registration process, you will be able to try out the features, functionalities and access the content of the Game.

### 4. PERSONAL DATA PROTECTION

- 4.1. You acknowledge that we process the personal data provided by you for the purpose of providing the Services, use of our Website and operation the Game in accordance with the legislation on processing and protection of personal data, in particular, but not

exclusively, by Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (the “**GDPR**”), and any judicial or administrative interpretation of legislation relating to the processing and protection of personal data, any instructions, codes of conduct or approved mechanisms for issuing certificates issued by competent authorities.

- 4.2. Personal data means all information about an identified or identifiable natural person, in particular you or your contact person; an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to a particular identifier, such as name, identification number, location information, network identifier or one or more specific physical, physiological, genetic, psychological, economic, cultural or the social identity of this natural person.
- 4.3. You acknowledge and agree that we may process the provided personal data to the extent of (i) name and surname, (ii) date of birth, (iii) telephone number, (iv) e-mail address and (v) other identification and address data provided by you in connection with the use of the Game, the Services and the Website. We process only personal data provided by you. If you do not provide us with any personal data, then we do not process any personal data regarding you.
- 4.4. Processing of personal data by us is lawful, because at least one of the following conditions is always met during processing:
  - a) you have given us consent to the processing of personal data as referred to in Article 6 (1) (a) GDPR for one or more specific purposes;
  - b) the processing of personal data is necessary for the performance of the contract between you and us or the implementation of measures taken prior to the conclusion of the contract at your request pursuant to Article 6 (1) (b) GDPR;
  - c) processing of personal data is necessary to fulfill the legal obligation applicable to us; or
  - d) processing of personal data is necessary for the purposes of our legitimate interests pursuant to Article 6 (1) (f) GDPR.
- 4.5. We process personal data for the following purposes:
  - a) in order to provide services and to fulfill our contractual obligations, we may process personal data provided by you or provided in the future by using its services. This processing of personal data is necessary for the performance of the contract between you and us;
  - b) we may process personal data necessary to assert our possible claims and also in order to protect our rights, such processing of personal data is our legitimate interest.
- 4.6. We shall store personal data for the purpose of providing services and meeting contractual obligations pursuant to Article 4.5 a) above for the duration of the contract between you and us.
- 4.7. We shall store personal data in order to protect our rights under Article 4.5 b) above as long as our legitimate interest persists.
- 4.8. Therefore, we keep the personal data provided by you only for the time necessary to exercise the rights and obligations arising from the legal relations between the parties to the contract between you and us or until the withdrawal of consent to the provision of personal data. After this period, personal data are deleted by us.
- 4.9. We may pass on personal data provided by you to other processors who deliver

financial, technical and other services to us, but always in accordance with the above purposes.

- 4.10. Under the rules laid down in the GDPR, the personal data subject has the right in particular to:
- a) access to their personal data;
  - b) correction of personal data, where appropriate to restrict their processing;
  - c) the deletion of personal data;
  - d) objecting to the processing of personal data;
  - e) the portability of their personal data;
  - f) withdrawal of consent to the processing of personal data,
  - g) filing a complaint with the competent authority if it considers that its processing has violated its right to the protection of personal data during its processing or related legal regulation.
- 4.11. In order to exercise any of these rights, you may contact us via our contact details stated in the Game and/or on the Website and/or on our e-mail: [info@tesaks.com](mailto:info@tesaks.com). We shall provide you with cooperation with the exercise of their rights.
- 4.12. We declare that we have taken appropriate technical and organizational measures to secure personal data provided by you.

## **5. UNDERAGED USERS**

- 5.1. Our Game and Services are not intended for and we do not direct them to anyone who is under the age stipulated in the EULA (the “**Minimum Age**”).
- 5.2. In the event that the information you provide in this regard is not truthful, we shall not be liable as we cannot verify the age of our users.
- 5.3. If you are under the age of 18 (eighteen), you may not use the Game or the Service without the approval of a parent or guardian.

## **6. THIRD PARTIES**

- 6.1. Our Game, Services and Website may also contain third-party links and search results or include third-party integrations. By using those links, you may be providing information including your personal information directly to the third-party, us or both. You acknowledge and agree that we are not responsible for how those third parties collect or use your information.
- 6.2. Various technical data may be collected by Unity when playing the Game, namely:
- a) unique device identifier generated from the device MAC/IMEI/MEID;
  - b) an advertising ID, such as the Apple IDFA or the Android Ad ID;
  - c) IP address;
  - d) device manufacturer and model;
  - e) the operating system and version running on your system or device;
  - f) browser type;
  - g) language;
  - h) make of the CPU and number of CPUs present;
  - i) graphics card information, such as type, vendor and driver name, version and graphics API;
  - j) amount of system and video RAM present;

- k) current screen resolution;
  - l) Unity Player and Unity Editor versions;
  - m) operating system identifier
  - n) a checksum of all the data that gets sent to verify that it did transmit correctly; and
  - o) App ID of the Game installed.
- 6.3. In order to keep the game free-to-download, the above technical data may be used by Unity to provide personalized ads within the Game.
- 6.4. You acknowledge and agree that the Game or platforms may contain advertising and links to other games, websites or services. We shall not be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by your use of or reliance on any advertising, content, products, goods, or services available on such games, websites, services or platforms.
- 6.5. You further acknowledge and agree that some versions of the Game or related Services may contain personalized advertisement provided by third-party advertisement providers (e.g., Unity Ads). The collection of any data for the purpose of provision of such personalized advertisement and the provision of such personalized advertisement are done exclusively by the respective advertisement providers and are not under our control. If you do not wish to receive personalized advertisement or wish to know what data the respective advertisement provider collects, please check the respective terms and conditions of the respective advertisement provider regarding your options for opting-out of personalized advertisement and requesting information on collected data.

## **7. MARKETING COMMUNICATION**

- 7.1. We may send you marketing communication regarding the Game and the Services.
- 7.2. You may choose to receive the newsletters, surveys, discounts and other promotional materials from us by e-mail or messages.
- 7.3. We shall provide each such message or e-mail with an unsubscribe link so you can unsubscribe at any time.
- 7.4. If you unsubscribe from receiving such marketing messages or e-mails, we may still deliver you in-app notifications. You can turn-off such in-app notifications at any time depending on the device you are using.

## **8. COOKIES**

- 8.1. We may use cookies on our Website.
- 8.2. There are two basic types: (a) session cookies, which are deleted as soon as your visit to our website ends, and (b) persistent cookies which remain stored on your device far longer or until you remove them manually.
- 8.3. Cookies help us: (a) improve the user experience of our Website by understanding how people use it, and (b) to maintain the basic Website functionality.
- 8.4. You may reject or restrict cookies usage by using your browser.

## **9. MISCELLANEOUS**

- 9.1. To the extent permitted by law, this Privacy Policy is governed and construed in line with the laws of the Czech Republic and the European Union, and any dispute arising in connection with this Privacy Policy shall be settled exclusively at the competent court in the Czech Republic.
- 9.2. If any part of this Privacy Policy becomes invalid, legally ineffective or non-binding, the other parts of this Privacy Policy shall survive. In such a case, the invalid provision

shall be enforced in full in accordance with the applicable law, and you shall adopt measures with an effect similar to the invalid, legally ineffective or non-binding measure, in accordance with the content and purpose of this Privacy Policy.

- 9.3. We may update this Privacy Policy at any time by publishing updated Privacy Policy via the Game or on our Website, and this shall apply and become effective from the date of such publication. By log-in and using the Game, as well as using any of the Services or our website, you agree with the current wording of our Privacy Policy.

This Privacy Policy was last updated on: [16.04.2025].