

halfBite Ltd. Terms of Use

IMPORTANT: BY USING, INSTALLING, ACCESSING, THE SERVICES (DEFINED BELOW) YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, PLEASE DO NOT USE THE SERVICES.

1. Acceptance of Terms

The following consists of the terms and conditions governing your ("you" or "user") access to and use of halfBite Ltd. ("Company" or "We") proprietary gaming application generally known as Itadaki and the content, features and services therein (collectively, the "Services"). These halfBite Terms Of Use together with the halfBite Privacy Policy available at: <https://play.google.com/store/apps/details?id=com.hb.blockcap&hl=he> (the "Terms") constitute a binding agreement between you and Company, and by continuing to use the Services (in whole or in part) in any way or manner you agree to abide by, and be bound, by these Terms. If you do not understand and/or agree to these Terms, you should immediately exit the Services and cease making any use of the Services. We may unilaterally change or add to the terms of these Terms at any time by posting the amended terms on the Service. By continuing to use the Services following such modifications, you agree to be bound by such modifications. If at any point you do not agree to any portion of the then-current version of our Terms or any other Company policy, rules or codes of conduct relating to your use of the Service, you must stop using the Service.

2. License

Subject to the terms and conditions set forth herein and payment of applicable fees, Company hereby grants to you, and you accept, a personal, nonexclusive, non-transferable, non-sublicensable, revocable, limited license to access and make personal non-commercial use of the Services, only according to the terms of these Terms. The license may be terminated by Company at any time. As a precondition to using the Services and accepting these Terms you hereby confirm that you are over 18 years of age (or legal age of majority in your country) or the parent or guardian of a minor aged 18 (or legal age of majority in your country) and you are agreeing to these Terms on your behalf and on behalf of your minor(s) who you have authorized to use the Service pursuant to these Terms and you hereby represent and warrant that you: (i) are the using child's legal guardian and have the right, authority, and capacity to bind the child to these Terms, without any restrictions; and (ii) that you do not provide us any personally identifiable information in connection with your child. At our sole discretion, we may require proof that you meet this requirement for age in connection with use of the Services.

It is possible to link the email address provided to the Services by you, to the your private Facebook, Apple and other accounts on the Facebook, Apple, etc. website. However, to allow linking the Facebook, Apple and other accounts with the Service, you shall be required to grant its consent in advance, through a confirmation window from the Facebook/Apple/other website. Confirmation of linking between the Facebook, Apple and other accounts and the Service is deemed as the your consent to publish its name and profile picture from its Facebook Account in the framework of the Website, including, but not limited to, next to its comments and/or opinions.

3. Limitations on Use

You undertake to use the Services solely for personal non-commercial purposes. Except as specifically permitted herein, you agree not to (i) harass, intimidate, bully or threaten any person; (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share your account and/or any of your rights under these

Terms with/to any third party; (iii) transfer, distribute, scrap, copy all or any part of the Services and/or the Company IPR (as defined below) and/or use the Services as a service bureau; (iv) syndicate any part of the Services or refer to the Services by use of framing; (v) make use of the Services in any jurisdiction where same are illegal or which would subject Company or its affiliates to any registration requirement within such jurisdiction or country; (vi) use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use, including without limitation sending spam; (vii) transmit or upload any viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; (viii) use the Services in a manner that is reasonably likely to bring any person or property into disrepute, including any use in advertising or promoting illegal behavior, hostility or discrimination based on race, religion, ethnic background, sex, age, disability or sexual preference or any other subject matter that would be reasonably likely to be offensive or unflattering to any such person or proper; (ix) access the Services through or use with the Services any automated or unauthorized means, services or tools including without limitation any data mining, robots, or any other automated means or data gathering and extraction tools "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Services, or in any way reproduce or circumvent the navigational structure or presentation of the Services, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services; (x) perform any act that destabilizes, interrupts or encumbers the Services or their servers or use "load testers", that enable sending more request messages to the servers of the Services, in a given period of time, than a human can reasonably send in that time period by using the Services; (xi) copy, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), make any attempt to discover the source code of the Services and/or any other software available on the Services or create derivative works thereof; (xii) create false personas, multiple identities, set up an account on behalf of someone other than yourself or create another account after We have already disabled your account; (xiii) attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Service; (xiv) download or otherwise export or re-export the Services or underlying information or technology (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Lebanon, Iran, Syria or any other country to which the U.S. and/or Israel has embargoed goods and services; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

You are solely responsible for obtaining, paying for, repairing and maintaining all the equipment, software, wireless network, hardware and services required for getting access to and using the Services. You are solely responsible for any device related charges when you use the Services including data charges for use of the Services and/or updates or upgrades of new versions of the Services if applicable. If you are not sure if such charges apply or what they may be, please ask your provider before using the Services. You agree to comply with, and your right and license to use the Services is conditioned upon your compliance with, all applicable third-party terms of use and agreements (e.g., Google Play's App Store's, or Apple's Game center terms and policies) when using the Services. You acknowledge that Google and/or Apple (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

4. Ownership of Proprietary Rights

The Services, including without limitation any underlying data, software, platforms, algorithms, technology, application design, any information, logos, trade-names and brands, services, texts, files, images, sound, music, videos, various applications, organization, structure, specifications, Feedback (defined below), application "look and feel" and features and any enhancements, improvements and derivatives thereof and all Intellectual Property Rights related thereto ("**Company IPR**") are the property of Company and/or its licensors who retain all right, title and interest in connection therewith.

No transfer or grant of any rights by Company is made or is to be implied by any provision of these Terms or by any other provision contained in the Services with respect to the Company IPR or otherwise, except for the limited license set forth in Section 2 above.

"Feedback" ideas, suggestions, inventions, or materials regarding the Services.

"Intellectual Property Rights" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

5. Fees

5.1 Our Services may include virtual currencies such as coins ("**Virtual Coins**"). To benefit from or use some Virtual Coins in our Services, you may first have to reach a certain level or progress to a certain point. To the fullest extent permitted under applicable law, you agree that (once purchased) Virtual Coins have no monetary value and can never be exchanged for real money, real goods or real services from us or anyone else. You agree that Virtual Coins is not transferable to anyone else and you will not transfer or attempt to transfer any Virtual Coins to anyone else.

5.2 You do not own Virtual Coins but instead you purchase a limited personal revocable license to use them. To the fullest extent permitted under applicable law, any inclusion or balance of Virtual Coins does not reflect any stored value.

5.3 Certain parts of our Services may be subject to payment, now or in the future. You agree to pay all applicable fees, as described in the applicable Services and/or on the applicable App Store, Apple Game Center or Google Play pages for the applicable product or service, in connection with such Services or Virtual Coins, and any related taxes or additional charges. Please note that separate terms and conditions of third-party payment processors may apply to the payment of any applicable fees. Company shall not be responsible or liable for any transaction between you and the third party payment processors.

6. App Store

The following applies to you if you downloaded the App from the Apple App Store ("**Licensed Application**"): You acknowledge and agree that (i) the license granted herein is limited to a non-transferable license to use the Licensed Application on an Apple branded device that you own or control, (ii) these Terms are solely between you and the Company, not Apple Inc. ("**Apple**"), and that Apple has no responsibility for the Licensed Application or content thereof, (iii) your use of the Licensed Application must comply with Usage Rules established by Apple, as set forth in the App Store Terms of Service effective as of the date you enter into these Terms, except that such Licensed Application may be accessed and used by other accounts associated with you via Apple's Family Sharing or volume purchasing; and (iv) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund you the purchase price you paid, if any, for the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation

whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use and any law applicable to the Company as provider of the App.

The Company and you acknowledge that the Company, and not Apple, is responsible for addressing any claims relating to the Licensed Application or your possession and/or use thereof, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

You acknowledge that, in the event of any third party claim that the Licensed Application or your possession and use thereof infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

7. User Warranties and Representations

You represent and warrant to Company that: (a) you have, and will have at all times, all permits, consents, licenses and approvals for your use of the Services and as required to fulfill your obligations herein; (b) you and your use of the Services will comply with all applicable laws, regulations, rules, standards and with the terms and policies of any and all third party service providers whose services interface with the Services; (c) you are not located in or a national or resident of any of the countries or entities referred to in Section 3(x) above and/or any country or entity that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and are not listed on any U.S. Government list of prohibited or restricted parties.

8. Privacy

Company's privacy practices are governed by Company's privacy policy, the most updated copy of which can be found at [<https://docs.google.com/document/d/1-We9KWCBxmndKtPljFGDpJSPRteJE9HY/edit>] ("**Privacy Policy**").

9. Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES AND/OR THE COMPANY IPR SHALL BE AT YOUR OWN RISK. THE SERVICES, INCLUDING WITHOUT LIMITATION COMPANY IPR ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

COMPANY DOES NOT WARRANT THAT THE COMPANY IPR AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THESE SERVICES OR THE SERVER(S) THAT MAKES THESE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE COMPANY IPR OR SERVICES INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, ACCURACY, RELIABILITY, AVAILABILITY OR OTHERWISE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE SERVICES AND/OR ANY OF THE COMPANY IPR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability

TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL COMPANY AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE SERVICES, THIRD PARTY CONTENT, REWARDED VIDEO ADS, OR YOUR RELIANCE ON ANY OF THE COMPANY IPR OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY COMPANY. WITHOUT DEROGATING FROM THE FOREGOING, IF DESPITE THE FOREGOING COMPANY WILL BE FOUND LIABLE OR RESPONSIBLE BY A COMPETENT AUTHORITY, UNDER ANY LEGAL THEORY, COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED 100\$.

ANY OPINIONS, ADVICE, STATEMENTS, CONTENT, SERVICES, OFFERS OR OTHER INFORMATION EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE SERVICES ARE THOSE OF THE RESPECTIVE AUTHOR(S) OR DISTRIBUTOR(S) AND DO NOT NECESSARILY STATE OR REFLECT THOSE OF THE COMPANY, AND THE COMPANY DOES NOT ENDORSE, PROMOTE, SOLICIT OR RECOMMEND THEM IN ANY WAY. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO, AND SHALL HAVE NO LIABILITY FOR, ANY OF THE FOREGOING.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS ARE MATERIAL BARGAINED FOR BASIS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS.

11. Indemnification

You agree to defend, indemnify and hold Company and anyone on its behalf, including but not limited to, all of its owners, managers, officers, affiliates, employees, licensors and suppliers harmless against any

losses, expenses, costs, claims, damages (including attorneys' fees, expert fees' and other costs of litigation) arising from, incurred as a result of, or in any manner related to: (a) any use of your account; and/or (b) any breach of these Terms.

12. Third Party Content

The Services might include resources, services, advertisements, games and content provided by third parties and may include links to third party services and resources or enable you to receive services directly from third parties, such as google, or Apple adds and commercials (collectively, "**Third Party Content**"). Company makes no representation or warranty regarding any Third Party Content, and will not be liable for any claim relating to Third Party Content. Should you leave the Services via a link or use Third Party Content, you do so at your own risk. We are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the Third Party Content. In as much as you are redirected to linked sites, applications and content, We recommend you to carefully read and abide by the terms of use and privacy policies of such applications, sites and content.

13. Termination

We may terminate these Terms and/or suspend your right to access or use any portion or all of the Services and/or Company IPR immediately (including without limitations the license set forth in Section 2 above), at our sole discretion without notice. Upon termination you shall: (i) immediately cease using the Services; (ii) pay all outstanding Fees; and (iii) the following Sections shall survive: 1,3,4 and 6-15.

14. Governing Law and Jurisdiction.

These Terms and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the Israel, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms shall be the competent courts residing in Tel Aviv-Jaffa, Israel and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Good.

15. General

(i) if any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the remainder of these Terms; (ii) You acknowledge and agree that Company has the right, at any time and for any reason, to redesign or modify the Company IPR and other elements of the Services or any part thereof; (iii) these Terms together with any payment terms related thereto are the entire agreement between you and Company regarding the subject matter herein and these Terms shall not be modified except as stated herein; (iv) Company may assign these Terms, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of Company. Any unauthorized assignment will be void and of no force or effect; (v) no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and Company any rights, remedies or other benefits under or by reason of these Terms; (vi) Company's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Company as to subsequent enforcement of rights or subsequent actions in the event of future breaches; (vii) all waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion; (viii) ANY CAUSE OF ACTION INITIATED BY

YOU AND ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.

If you have any further questions or require further clarification, please contact us by sending an e-mail to: *Studio@halfbite.io*

Last updated: 17.6.2024.

halfBite **LTD. PRIVACY POLICY**

IMPORTANT: BY USING halfBite LTD.'S ("COMPANY" OR "WE") GAMING APPLICATION GENERALLY KNOWN AS Itadaki (THE "SERVICES") YOU ("YOU") CONSENT TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AND CONSENT THAT ALL PERSONALLY IDENTIFIABLE INFORMATION ("PII") THAT YOU SUBMIT OR THAT IS PROCESSED OR COLLECTED THROUGH THE SERVICES MAY BE PROCESSED BY THE COMPANY AND ITS

AFFILIATES IN THE MANNER AND FOR THE PURPOSES DESCRIBED IN THE FOLLOWING PRIVACY POLICY.

WE DEFINE “PII” TO MEAN ANY INFORMATION RELATING TO AN IDENTIFIED OR IDENTIFIABLE NATURAL PERSON; AN IDENTIFIABLE NATURAL PERSON IS ONE WHO CAN BE IDENTIFIED, DIRECTLY OR INDIRECTLY, IN PARTICULAR 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 THE PHYSICAL, PHYSIOLOGICAL, GENETIC, MENTAL, ECONOMIC, CULTURAL OR SOCIAL IDENTITY OF THAT NATURAL PERSON.

YOU ARE NOT LEGALLY REQUIRED TO PROVIDE US WITH PII, HOWEVER, SOME OF THE SERVICES REQUIRE YOU TO DO SO PURSUANT TO THIS PRIVACY POLICY. IN THESE CASES, IF YOU CHOOSE TO WITHHOLD ANY PII REQUESTED BY US, IT MAY NOT BE POSSIBLE FOR YOU TO ACCESS CERTAIN SERVICES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT USE THE SERVICES.

We recognize that privacy is important. This policy applies to all of the services, information, tools, features and functionality available on the Services offered by the Company or its subsidiaries or affiliated companies and covers how PII that the Company collects and receives, including in respect of any use of the Services, is treated. If you have any questions about this policy, please feel free to contact us at: *Studio@halfbite.io*

Please also read Company's Term of Use at: www.halfbite.io, which describe the terms under which you use our Services.

- 1. Information We Collect and How We Use It.** In order to provide and improve our Services, we may collect PII, including the types of information set forth in this Section below. In addition, we may use first party or third-party technologies to deliver content, including ads on our Services. The PII is provided at your volition and you are not obliged to provide it under any mandatory requirement by law.
 - 1.1. Information You Provide.** For registration purposes and some of the features of the Services we ask you for personal information, including: contact information (phone number).
 - 1.2. Third Parties.** If you register via Facebook, Apple or Google accounts , we shall get your Facebook or Google ID for authentication purposes, as well as your name . In addition, your Facebook profile picture might appear within the game or our social media features. In addition, we sometimes supplement the PII with information that is received from third parties.
 - 1.3. User Information.** When you use the Services, we may automatically receive and record information from your browser, including without limitation your IP address and your regional location. Our systems may automatically record and store technical information regarding the method and nature of your use of the Services. An IP address is a numeric code that identifies your browser on a network, or in this case, the Internet. Your IP address is also used to gather broad demographic information. The Company uses all of the PII that we collect to understand the usage trends and preferences of our users.
 - 1.4. Aggregate and Analytical Data.** In an ongoing effort to better understand and serve the customers of the Services, we often conducts research on its customer demographics, interests and behavior based on the PII and other information provided to us. This research may be compiled and analyzed on an aggregate basis, and we may share this aggregate data with our affiliates, agents and business partners. This aggregate information does not identify you

personally. We may also disclose aggregated user statistics in order to describe our services to current and prospective business partners, and to other third parties for other lawful purposes.

2. **Links.** Links to other services, sites and applications may be provided by the Company as a convenience to our users. The Company is not responsible for the privacy practices or the content of other sites and applications and you visit them at your own risk. This privacy statement applies solely to PII collected by us.
3. **Children.** We do not collect any PII regarding children. As a precondition to using the Services you must be over 18 years of age and any permitted use by your child (as parent or guardian) after providing Company with your reasonable verifiable consent shall be made solely under your supervision and control by using your device and browser, under the Terms. You must not provide us any PII regarding children and if you have reason to believe that a child has provided us with their PII, please contact us at the address given above and we will delete that PII from our databases.
4. **Information Sharing.** The Company may also share PII in the following circumstances: (a) as required for the provision, maintenance and improvement of the Services; (b) if we become involved in a reorganization, merger, consolidation, acquisition, or any form of sale of some or all of our assets, to any entity whether private or public, local or foreign; and/or (c) to satisfy applicable law or prevention of fraud or harm or to enforce applicable agreements and/or their terms, including investigation of potential violations thereof.
5. **Information Security; Retention.** We follow generally accepted industry standards and standards as mandatorily required under the governing law hereof, to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of PII. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your PII, we cannot guarantee its absolute security. We keep your PII only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.
6. **Data Integrity.** The Company processes PII only for the purposes for which it was collected and in accordance with this policy or any applicable service agreements. We review our data collection, storage and processing practices to ensure that we only collect, store and process the PII needed to provide or improve our Services. We take reasonable steps to ensure that the PII we process is accurate, complete, and current, but we depend on our users to update or correct their PII whenever necessary. Nothing in this policy is interpreted as an obligation to store information, and we may, at our own discretion, delete or avoid from recording and storing any and all information.
7. **Your Rights.**
 - 7.1. **Right of Access and Rectification.** You have the right to know what PII we collect about you and to ensure that such data is accurate and relevant for the purposes for which we collected it. We allow our users the option to access and obtain a copy of their PII and to rectify such PII if it is not accurate, complete or updated. However we may first ask you to provide us certain credentials to permit us to identify your PII.
 - 7.2. **Right to Delete PII or Restrict Processing.** You have the right to delete your PII or restrict its processing. We may postpone or deny your request if your PII is in current use for the purposes for which it was collected or for other legitimate purposes such as compliance with legal obligations.
 - 7.3. **Right to Withdraw Consent.** You have the right to withdraw your consent to the processing of your PII. Exercising this right will not affect the lawfulness of processing your PII based on your consent before its withdrawal.

- 7.4. **Right of Data Portability.** Where technically feasible, you have the right to ask to transfer your PII in accordance with your right to data portability.

You may exercise the above rights by sending a request to: *Studio@halfbite.io*.

- 7.5. **Right to Lodge Complaint.** You also have the right to lodge a complaint with a data protection supervisory authority regarding the processing of your PII.

8. **Enforcement.** The Company regularly reviews its compliance with this policy. Please feel free to direct any questions or concerns regarding this policy or our treatment of PII by contacting us as provided above. When we receive formal written complaints it is the Company's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of PII that cannot be resolved between the Company and an individual.
9. **Changes to This Privacy Policy.** The Company may update this policy. We will notify you about significant changes in the way we treat PII by sending a notice to the primary email address specified in your account or by placing a prominent notice on the Services. We encourage you to periodically review this policy for the latest information about our privacy practices.
10. **Consent To Processing.** By providing any PII to us pursuant to this policy, all users fully understand and unambiguously consent to this policy and to the collection and processing of such PII abroad. The server on which the Services are hosted and/or through which the Services are processed may be outside the country from which you access the Services and may be outside your country of residence. Some of the uses and disclosures mentioned in this policy may involve the transfer of your PII to various countries around the world that may have different levels of privacy protection than your country. By submitting your PII through the Services, you freely consent, acknowledge, and agree that we may collect, use, transfer, and disclose your PII as described in this policy. If you do not consent to the terms of this policy, please do not use the Services. You agree to comply with, and your right and license to use the Services is conditioned upon your compliance with, all applicable third-party terms of use and agreements (e.g., Google Play's App Store's, or Apple's Game center terms and policies) when using the Services. You acknowledge that Google and/or Apple (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.
11. **Questions.** If you have any questions about this policy or concerns about the way we process your PII, please contact us at *Studio@halfbite.io*.

Last Date Updated: 17.6.2024.