

# AdsGram Portal Privacy Policy

**Date of Last Revision: 12.02.2024**

We appreciate your interest in our products and services and your visit to our portal (available through the website adsgram.ai and its subdomains (“**Portal**”). Your privacy is important to us and we want you to feel comfortable with how we use and share your personal information.

AdsGram Ltd incorporated and registered in The Republic of Seychelles (“**Provider**” or “**we**”) and its present and future affiliates are committed to protecting and respecting your privacy.

This Privacy Policy (together with our Terms of Service, accessible through the Portal, as defined above) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This Privacy Policy applies to you as a user (“**Advertiser**” or “**Game Publisher**” or “**End User**”) of AdsGram Services and/or Portal (collectively referred to as “**User**” or “**you**”), accessible through the website adsgram.ai and its subdomains.

The Portal allows the Game Publishers and Advertisers to create, display and view ads and utilize other services as described on our website and Terms of Service, available here: [http://legal.adsgram.ai/terms\\_current.pdf](http://legal.adsgram.ai/terms_current.pdf).

By accessing or using the Portal, its features or other Services, Users accept this Privacy Policy and agree to comply with its terms. Please read the following Privacy Policy carefully to understand our views and practices regarding your personal data and how we will treat it. If you do not consent to the same, please do not access or use the Portal or the Services.

We reserve the right to amend or modify this Privacy Policy at any time and in response to changes in applicable law or our business practices. Please check frequently to see any updates or changes to our Privacy Policy.

If you have questions, concerns or suggestions related to this Privacy Policy you may contact us at telegram address: @adsgramsupport.

## **1. Information you give us**

- 1.1. Personal information you give to us is information about you that you give to us by entering information via our Portal or other websites or our social media pages or by corresponding with us by telegram app, phone, email or otherwise and is provided entirely voluntarily.
- 1.2. **As Advertiser or as a Game Publisher or as an End User**, the information you give to us might include:
  - any “know your customer” (“KYC”) related information (if collected), such as your name, family name, date of birth, billing address, citizenship, copy of your ID document (including date of issue of your ID document, date of validity of ID document and any other information contained therein), copy of utility bill and any information contained therein;
  - contact details (such as phone number, email address and address),
  - Telegram account,
  - account name,
  - wallet address or
  - any user data available for mini-apps (such as Telegram ID, username, device type) or
  - any other personal data **you** provide to us.
- 1.2. We may automatically collect the following personal information:
  - standard details of your browser and operating system,
  - information about the website from which you visit the Portal,
  - the pages that you visit on our Portal,
  - the date of your visit,
  - information about the Internet protocol (IP) address assigned to you by your Internet service, for security reasons (e.g. to identify attacks on our Portal), and
  - any other personal information which you allow to be shared that is part of your public profile on a third-party social network.
- 1.3. If required by the Terms of Service for the Portal and in order to maintain compliance with any applicable law, regulation or policy, including any KYC or AML requirements and policies, in connection with your Portal user account, we might ask you to provide additional personal information about you. You agree to provide us such information promptly upon request. You acknowledge that we may deactivate your user account until you provide such requested information and we have determined that your user account is in compliance with the Terms of Service for the AdsGram Portal and any applicable law.
- 1.4. We may choose to nominate third-party service providers to collect and verify KYC information on our behalf, who may also require you to accept their terms and conditions or privacy policy agreements. Collected information may include personal information, and we or our nominee may keep a copy of such information.
- 1.5. The source of personal data is the User (or someone on the User’s behalf). In case you choose not to share certain personal data with us, we may not be able to provide you with the Services.

## 2. How we use your personal information

- 2.1. Where you have provided **consent**, we may use and process your personal information for the following purposes:
  - 2.1.1. to supply and provide you with Services you have specifically requested from us (including display of ads);
  - 2.1.2. to contact you via email, text message, post or telephone with marketing information AdsGram Portal, products and services;
- 2.2. You may withdraw your consent for us to use your information in any of these ways at any time, in accordance with **Clause 6.3**.
- 2.3. We may use and process your personal information where it is necessary for the performance of a **contract** with you or in order to take steps at your request before entering into a contract with you including for the following purposes:
  - 2.3.1. to provide you with Services offered through the Portal;
  - 2.3.2. to allow you to participate in showing ads through the Portal and provide you a bill for the Services when you choose to do so.
- 2.4. We may use your personal information to contact you if there are any urgent safety or product recall notices to communicate to you or where we otherwise reasonably believe that the processing of your personal information will prevent or reduce any potential harm to you.
- 2.5. We may use and process your personal information where it is necessary for us to pursue our **legitimate interests** as a business for the following purpose:
  - 2.5.1. to monitor compliance with our Terms of Service;
  - 2.5.2. for analysis, and profiling to inform our marketing strategy, and to enhance and personalise your customer or visitor experience;
  - 2.5.3. to administer our websites and for internal operations, including troubleshooting, testing, and statistical purposes;
  - 2.5.4. for marketing activities (other than where we rely on your consent) e.g. to tailor marketing communications or send targeted marketing messages via social media and other third-party Portals;
  - 2.5.5. for the prevention of fraud and other criminal activities;
  - 2.5.6. to correspond and communicate with you;
  - 2.5.7. to create a better understanding of you as a customer or visitor;
  - 2.5.8. for the Portal and information security in order for us to take steps to protect your information against loss or damage, theft or unauthorised access;

- 2.5.9. to comply with a request from you in connection with the exercise of your rights (for example where you have asked us not to contact you for marketing purposes, we will keep a record of this on our suppression lists in order to be able to comply with your request);
- 2.5.10. for the purposes of corporate restructuring or reorganisation or sale of our business or assets;
- 2.5.11. to enforce or protect our contractual or other legal rights or to bring or defend legal proceedings; and
- 2.5.12. for general administration including managing your queries, complaints, or claims, and sending service messages to you;
- 2.5.13. to comply with any applicable law, regulation or policy, including any KYC or AML requirements and policies, and the Terms of Service for the Portal.

### **3. Others who may receive or have access to your personal information**

- 3.1. We may share your information with other entities within the AdsGram Group.
- 3.2. We may disclose your information to our third-party service and product providers, subcontractors and other organisations for the purposes of providing services to us or directly to you on our behalf. Such third parties may include cloud services providers (such as hosting and email management) advertising agencies, administrative services or other third parties who provide services to us.
- 3.3. When we use third-party service providers, we only disclose to them any personal information that is necessary for them to provide their service and we have a contract in place that requires them to keep your information secure and not to use it other than in accordance with our specific instructions. These third-party service and product providers may share your information with us which we will use in accordance with this Policy.
- 3.4. We may disclose your information to our independent KYC service provider for the purposes of complying with the Terms of Service of the Portal and any applicable law, regulation or policy, including any KYC or AML requirements and policies.
- 3.5. In accordance with applicable laws, we may transfer your personal information to a third party as part of a sale of some or all of our business and assets to any third party or as part of any business restructuring or reorganisation. We may also transfer your personal information if we're under a duty to disclose or share it in order to comply with any legal obligation, to detect or report a crime, to enforce or apply the terms of our contracts or to protect the rights, property or safety of our Users.

### **4. Where we store your personal information outside the EEA**

- 4.1. All information you provide to us may be transferred to countries outside the European Economic Area (EEA). By way of example, this may happen where any of our group companies are incorporated in a country outside of the EEA or if any of our servers or those of our third-party service providers (hosting) are from time to time located in a country outside of the

EEA.

- 4.2. If we transfer your information outside of the EEA in accordance with **Clause 4.1**, we will take steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this Policy. These steps include imposing contractual obligations on the recipient of your personal information or ensuring that the recipients are subscribed to 'international frameworks' that aim to ensure adequate protection. Should you require more information about the safety measures that we put in place and to obtain a copy of the relevant documents, contact us.
- 4.3. If you use our Services in the EEA, your information may be transferred outside the EEA in order to provide you with those Services.

## **5. How Long We Keep Your Personal Information For**

- 5.1. How long we retain your personal information is determined by a number of factors including the purpose for which we use that information and our obligations under any applicable laws.
- 5.2. We will retain your information for as long as your account is active or as needed to provide you with the Services. We do not retain personal information in an identifiable format for longer than is reasonably necessary.
- 5.3. We may need your personal information to establish, bring or defend legal claims, in which case we will retain your personal information for **7 years** after the last occasion on which we have used your personal information in one of the ways specified in **Clause 2**, unless: (i) the law requires us to hold your personal information for a longer period or (ii) delete it sooner; or (iii) you exercise your right to have the information erased (where it applies) and we do not need to hold it in connection with any of the reasons permitted in this **Clause 5**, or because we are required under the law (see further Erasing your personal information or restricting its processing in Section 8); and (iv) in limited cases, applicable law permits us to keep your personal information indefinitely provided we put certain security measures in place.
- 5.4. All information you provide to us may be transferred to countries outside the European Economic Area.

## **6. Your Rights**

- 6.1. **Accessing your personal information.** You have the right to ask for a copy of the information that we hold about you. You acknowledge that we may not provide you with a copy of your personal information if this concerns other individuals or if we have another lawful reason to withhold that information.
- 6.2. **Correcting and updating your personal information.** The accuracy of your information is important to us and we are working on ways to make it easier for you to review and correct the information that we hold about you. If you change your name or address/email address, or you discover that any of the other information we hold is inaccurate or out of date, you must let us

know.

- 6.3. **Withdrawing your consent.** Where we rely on your consent as the legal basis for processing your personal information, as set out in **Clause 2**, you may withdraw your consent at any time, in accordance with applicable laws. If you would like to withdraw your consent to receiving any direct marketing to which you previously opted in, you can also do so using our unsubscribe tool. If you withdraw your consent, our use of your personal information before you withdraw is lawful.
- 6.4. **Objecting to our use of your personal information and automated decisions made about you.** Where we rely on our legitimate business interests as the legal basis for processing your personal information for any purpose(s), as outlined under **Clause 2**, you may object to us using your personal information for these purposes. Except for the purposes for which we are sure we can continue to process your personal information, we will temporarily stop processing your personal information in line with your objection until we have investigated the matter. If we agree that your objection is justified in accordance with your rights under data protection laws, we will permanently stop using your data for those purposes. Otherwise, we will provide you with our justification as to why we need to continue using your data. You may object to us using your personal information for direct marketing purposes.
- 6.5. **Erasing your personal information or restricting its processing.** You may ask for your personal information to be removed from our systems, subject to applicable law. Unless we are allowed to use your personal information longer, we will make reasonable efforts to comply with your request. You may also ask us to restrict processing your personal information if (i) you believe it is unlawful for us to do so, (ii) you have objected to its use and our investigation is pending, or (iii) you require us to keep it in connection with legal proceedings. In accordance with the foregoing, we may only process your personal information whilst its processing is restricted if we have your consent or are legally permitted to do so, for example for storage purposes, to protect the rights of another individual or company or in connection with legal proceedings.
- 6.6. **Transferring your personal information in a structured data file.** When we use your information in accordance with this Privacy Policy, you may ask us to provide you with a copy of that information in a structured data file. You can ask us to send your personal information directly to another service provider, and we will do so if this is technically possible. We may not provide you with a copy of your personal information if this concerns other individuals or if we have another lawful reason to withhold that information.
- 6.7. **Complaint to the data protection regulator.** You have the right to complain to the Information Commissioner if you are concerned about the way we have processed your personal information. Contact your national Data Protection Authority for further details.

## 7. Security

- 7.1. The communication internally between our servers (e.g. between application server and database) is handled via up-to-date best practices, providing an industry-standard level of protection for data in transit.

- 7.2. Unfortunately, the transmission of information via the internet is not completely secure and we cannot ensure, warrant or guarantee the security of your data transmitted to the Portal, although we will do our best to protect your personal data. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access. You acknowledge that any transmission is at your own risk.
- 7.3. You are responsible for keeping your password and account secure. We cannot and will not be liable for any loss or damage that results from failure to maintain the security of your account and password.

## 8. Cookies

- 8.1. Our Website uses cookies to distinguish you from other Users of the Portal. This helps us to provide you with a good experience when you browse the Portal and also allows us to improve our Portal. By continuing to browse the Portal, you are agreeing to our use of cookies. Where required under applicable laws, your consent to non-essential cookies will be requested and these cookies will not be placed without your consent. You can revoke your consent at any time.
- 8.2. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive. They are widely used in order to make websites work, or function more efficiently, as well as to provide information to the owners of the site.
- 8.3. Information collected from cookies is used to evaluate the effectiveness of our Portal, analyze trends, and administer the Portal. The information collected from cookies allows us to determine which parts of our Portal are most visited and the difficulties our visitors may experience in accessing our Portal. With this knowledge, we can improve the quality of your experience on the Portal by recognizing and delivering the most desired features and information, as well as by resolving access difficulties.
- 8.4. Most of the cookies are only used for one session and afterward,s they are deleted from your hard drive at the end of the browser session. Other permanently stored cookies remain on your computer and allow us to recognize you when you visit the Portal again.
- 8.5. We also use cookies and/or a technology known as web bugs or clear gifs, which are typically stored in emails to help us confirm your receipt of, and response to, our emails and to provide you with a more personalized experience when using our Portal.
- 8.6. We also employ adserver unique links to connect our emails, your responses and our offers and advertisements to each other.
- 8.7. We use the following cookies (with your consent where required):
- **Strictly necessary cookies.** These are cookies that are required for the operation of the Portal. They include, for example, cookies that enable you to log into secure areas of the Portal,

- **Analytical/performance cookies.** They allow us to recognize and count the number of visitors and to see how visitors move around the Portal when they are using it. This helps us to improve the way the Portal works, for example, by ensuring that Users are finding what they are looking for easily,
  - **Functionality cookies.** These are used to recognize you when you return to the Portal,. This enables us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- 8.8. A cookie cannot read data off your hard drive or read cookie files created by other websites. Cookies set by the Portal operator are called "first-party cookies". Cookies set by parties other than the Portal operator are called "third party cookies". The parties that set third-party cookies can recognize your computer both when it visits the website and when it visits certain other websites and/or mobile apps.
- 8.9. We may use the web analytics service (such as Google Analytics) from the company Google Inc. Cookies are also used with Google Analytics. This obtained information will be transmitted to a Google server and stored in the United States. If necessary, Google can transmit this data to third parties, as far as it is permitted by law. The same applies in the case of transferring data to third parties, who have legal contracts with Google. For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/> and “How Google uses data when you use our partners’ sites or apps” located at [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners).
- 8.10. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies. Our service providers will place cookies on the hard drive of your computer and will receive information that we select that will educate us on such things as how visitors navigate around our site, what products are browsed, and general information. Our service providers analyze this information and provide us with aggregate reports. The information and analysis provided by our service providers will be used to assist us in better understanding our visitors' interests in our Website and how to better serve those interests. The information collected by our service providers may be linked to and combined with information that we collect about you while you are using the Portal. Our service providers is/are contractually restricted from using information they receive from our Portal other than to assist us.
- 8.11. We treat information collected by cookies as non-personal information. However, to the extent that IP addresses or similar identifiers are considered personal data by applicable data protection laws, we also treat these identifiers as personal data. If we combine non-personal information with personal data, the combined information will be treated as personal data for as long as it remains combined.
- 8.12. You can control the setting of cookies on your device using your browser’s settings. In the event the terms and conditions governing cookies are amended, all previous cookies managed by us will be deleted and set again according to the newly published terms and conditions. We cannot

delete cookies set on our Portal that are managed by other parties (for instance AddThis, Google, etc.). You can delete them in your browser's settings.

- 8.13. You can also block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site. Your use of our Portal or service with a browser that is configured to accept cookies constitutes an acceptance of our and third-party cookies.

## **9. Third-Party Links**

- 9.1. Some features of the Portal may include references or links to third-party materials and third-party applications that are not controlled by us. We do not have the obligation and have not reviewed all of the sites linked to the Portal and are not responsible for the contents of any such linked website. Such links should not be considered as endorsements and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You understand that third-party links are the responsibility of the third party that created or provided it and acknowledge that the use of such third-party links is solely at your own risk.
- 9.2. We make no representations and exclude all warranties and liabilities arising out of or pertaining to such third-party links, including its accuracy or completeness. We shall not be liable for the acts or omissions of any other third-party site, product or service that you might access, visit or use, nor shall we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.
- 9.3. All intellectual property rights in and to third-party services are the property of the respective third parties.

## **10. Social Plugins**

- 10.1. The Provider may use so-called social plugins (buttons) of social networks such as Facebook, Google+ and Twitter.
- 10.2. When you visit the Portal, these buttons are deactivated by default, i.e. without your intervention they will not send any data to the respective social networks. Before you are able to use these buttons, you must activate them by clicking on them. They then remain active until you deactivate them again or delete your cookies. After their activation, a direct link to the server of the respective social network is established. The contents of the button are then transmitted from the social network directly to your browser and incorporated in the website.
- 10.3. After activation of a button, the social network can retrieve data, independently of whether you interact with the button or not. If you are logged on to a social network, the network can assign your visit to the website to your user account. A social network cannot assign a visit to websites

operated by our other group companies unless and until you activate the respective button there as well.

- 10.4. If you are a member of a social network and do not wish it to combine data retrieved from your visit to our websites with your membership data, you must log out from the social network concerned before activating the buttons.
- 10.5. We have no influence on the scope of data that is collected by the social networks through their buttons. The data use policies of social networks provide information on the purpose and extent of the data that they collect, how this data is processed and used, the rights available to you and the settings that you can use to protect your privacy

## **11. Marketing**

- 11.1. We may collect your preferences to send you marketing information directly from us by email/SMS (where applicable) if you register an account with us online. We will only do so if you have consented to receive such marketing information directly from us.
- 11.2. We may contact you with targeted advertising delivered online through social media and Portals (operated by other companies) by using your personal information, or use your personal information to tailor marketing to improve its relevance to you, unless you object, in accordance with this Policy.
- 11.3. We will only share your personal information with recommended third parties for them to contact you with marketing information about their products and services where you have indicated that you would like us to do so. Please use the link on the page requesting your consent to find out more about these third parties. Once shared, the relevant third party's privacy policy will apply to their processing of your personal information, not ours. If you'd like to opt out of receiving marketing from a third party after providing your consent, you can do so at any time by contacting the relevant third party directly.
- 11.4. If you opt-in to receiving marketing from our recommended third parties, you will receive marketing from the third parties listed in the table below via your preferred communication methods indicated by you.
- 11.5. From time to time, we may ask you to refresh your marketing preferences by asking you to confirm that you consent to continue receiving marketing information from us.
- 11.6. You have the right to opt out of our use of your personal information to provide marketing to you in any of the ways mentioned above. Please see [Withdrawing your Consent](#) in Section 8 and [Objecting to our use of your personal information and automated decisions made about you](#) in Section 8 above for further details on how you can do this

## **12. Changes to this Policy**

- 12.1. We may review this policy from time to time and any changes will be notified to you by posting an updated version on our website and/or by contacting you by email. Any changes will take effect **7 days** after the date of our email or the date on which we post the modified Policy on the Portal, whichever is earlier. We recommend you regularly check for changes and review this Policy when you visit the Portal. If you do not agree with any aspect of the updated policy, you must promptly notify us and cease using our services.

### **13. Contacting us**

- 13.1. Should you have any questions or comments, please feel free to contact us at [t.me/adsgramsupport](https://t.me/adsgramsupport)