



BY USING THE PLAYERXP (TOGETHER WITH ITS AFFILIATES, "HERTZIAN API", "PLAYER XP REPORTS" OR "US"/"WE"/"OUR") WEBSITES (THE "SITES"), MOBILE APPLICATIONS OR ANY SERVICES OFFERED BY PLAYER XP NETWORK OF PROPERTIES (COLLECTIVELY WITH THE FOREGOING, THE "SERVICES"), YOU AGREE TO THIS PRIVACY POLICY ("PRIVACY POLICY") AND CONSENT TO THE USE, COLLECTION, PROCESSING AND TRANSFER OF YOUR INFORMATION AS DESCRIBED HEREIN. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES.

GDPR Privacy Policy with

Standard Contractual Clauses for international transfers from controller to processor:

This policy (together with our terms of use <http://live.playerxp.io/legal> 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. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

We respect your privacy and are determined to protect your personal data. The purpose of this privacy notice is to inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from). We'll also tell you about your privacy rights and how the data protection law protects you. If you publish information on publicly available websites or social media platforms (e.g. Twitter, Instagram, Facebook, etc.), Hertzian may have collected Personal Data about you. This is because Hertzian operates a service that collects publicly available information from the Internet, analyzes it, puts it in a database, and offers access to its database, along with analytics, to companies who want to understand how consumers react to their brand and campaigns online.

Information we collect is already publicly available. The information is also information that you chose to publish online – we just collect it, index it, and put it all in the same place. This makes the data easier to search for what people are talking about online, and what they think of certain brands. We know how valuable your privacy is to you. You can trust us to handle it carefully. We work to keep your Personal Data secure, and we place restrictions on our customers' use of the data they access through us. Also remember: you are in control of your data. First, you have choices about what you post online, the platforms you use, and the privacy settings that apply to your posts. Second, you have legal rights depending on where you live and on our legal obligations. For example, you can ask us to show you what data we have about you, make us correct that data if it is inaccurate, and even ask us to delete or stop using the data.

This privacy statement addresses how we handle the personally identifiable information ("Personal Data") that Hertzian collects and processes about individual authors of online content ("Author", "you" or "your") through the Services that we offer to our customers. This website is not intended for children and we do not knowingly collect data relating to children. Hertzian Ltd is the processor and responsible for your personal data (collectively referred to as "COMPANY", "we", "us" or "our" in this privacy notice).

Third-party links outside of our control This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit. The rules on processing of personal data are set out in the General Data Protection Regulation (the "GDPR").

BY USING THE SERVICE, CUSTOMER AGREES THAT CUSTOMER HAS READ AND UNDERSTOOD, AND AS A CONDITION TO CUSTOMER'S USE OF THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THIS PLAYER XP SERVICE AGREEMENT ("AGREEMENTS"). THE PERSON WHO ENTERS INTO THE ORDER ON CUSTOMER'S BEHALF REPRESENTS THAT SUCH PERSON HAS THE AUTHORITY TO AND DOES BIND CUSTOMER TO THIS AGREEMENTS. THIS AGREEMENTS CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS YOUR USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS AND END USERS WHETHER IN CONNECTION WITH A ORDER OR SUBSCRIPTION PERIOD TO THE SERVICES.

YOUR USE OF THE PLAYER XP (TOGETHER WITH ITS AFFILIATES, "PLAYER XP REPORTS", "HERTZIAN API" OR "US"/"WE"/"OUR") WEBSITES (THE "SITES"), MOBILE APPLICATIONS AND ANY SERVICES OFFERED BY HERTZIAN'S NETWORK OF PROPERTIES (COLLECTIVELY WITH THE FOREGOING, THE "SERVICES") IS SUBJECT TO YOU AGREEING TO THESE TERMS AND CONDITIONS (THESE "AGREEMENTS"). IF YOU DO NOT AGREE TO THESE AGREEMENTS, THEN YOU MAY NOT USE THE SERVICES.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hertzian and Customer agree as follows:



The Customer agrees to ensure that any third party on whose behalf the Customer accesses or use any Hertzian Services for any business purpose is bound by the Agreements, and any applicable supplemental terms, and you represent and warrant that you have the authority to bind that third party to such terms.

The **Customer** wishes to use **Hertzian's** Services in its business.

Hertzian has agreed to provide and the Customer has agreed to take and pay for the Hertzian Services subject to the terms and conditions of this Agreement.

PARTIES

Name of the data exporting organisation: Customer

(The sender of the data)

(the 'data exporter' & 'Customer')

And

Name of the data importing organisation: Hertzian Ltd

(The receiver of the data)

Hertzian Ltd incorporated and registered in England and Wales with company number 09753777 whose registered office is at Health & Wellbeing Innovation Centre, Truro, Cornwall, TR1 3FF, "Hertzian".

(the 'data importer' & 'Hertzian')

Clause 1. Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; ¹

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3. Third-party beneficiary clause

(1) The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

(2) The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

(3) The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

(4) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing

services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses;

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6. Liability

(1) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

(2) If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

(3) If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7. Mediation and jurisdiction

(1) The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

(2) The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8. Cooperation with supervisory authorities

(1) The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

(2) The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

(3) The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9. Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely England and Wales.

Clause 10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

Clause 11. Sub-processing

(1) The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

(2) The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

(3) The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely England and Wales.

(4) The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12. Obligation after termination

(1) The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

(2) The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Indemnification

Liability

The parties agree that the data exporter is held liable for a violation of the clauses committed by the other party and will indemnify Hertzian the data importer. The data exporter will use its commercially reasonable efforts to mitigate its Losses.

The data exporter further indemnifies Hertzian against any and all claims, cause of action or dispute against Hertzian, which is related to your services, actions, content or information on Hertzian Services or other Hertzian commercially available products or your use of any Hertzian products and Services, Customer agrees to indemnify and hold Hertzian harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) related to any such claim, cause of action or dispute. In no event shall Hertzian, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) modification of the Services under this Agreement (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Hertzian, (c) any claim brought against Hertzian for data processing, collection or usage; or the Customer's use of the Services after notice of the alleged or actual infringement from the Hertzian or any appropriate authority.

Indemnification is contingent upon:

- (a) the data importer promptly notifying the data exporter of a claim; and
- (b) the data exporter being given the possibility to cooperate with the data importer at the sole expense and encumbrance of the data exporter in the defence and settlement of the claim.

Priority of standard contractual clauses

The Standard Contractual Clauses take priority over any other agreement between the parties, whether entered into before or after the date these Clauses are entered into.

Unless the Clauses are expressly referred to and expressly amended, the parties do not intend that any other agreement entered into by the parties, before or after the date the Clauses are entered into, will amend the terms or the effects of the Clauses, or limit any liability under the Clauses, and no term of any such other agreement should be read or interpreted as having that effect.

Effective date of the Standard Contractual Clauses

The parties intend that these Clauses should only become effective if Art 44 of the General Data Protection Regulation (the “GDPR”) applies to a transfer of personal data from the EEA to the UK, because the UK has left the European Union, and the transfer is not permitted under Art 45.

On that basis, the Clauses will become effective on:

- (i) the first date Article 44 GDPR applies to a transfer of personal data from the EEA to the UK, and that transfer is not permitted under Article 45 GDPR; or
- (ii) the date of the Standard Contractual Clauses, if later.

In this clause, 'a transfer of personal data' has the same meaning as in Article 44 of the GDPR.

On behalf of the data exporter: Hertzian Ltd

On behalf of the data importer: The Customer

Appendix 1

Data exporter is Customer

Data exporter

The data importer's business or organisation type is:

- General business
- IT, digital, technology and telecoms
- Media
- Research
- Games Media, Entertainment, Publishing, Games / Mobile App Development,
- Consultancy Services

The data importer's activities for the data exporter, which are relevant to the transfer are:

- Consultancy and general advisory services
- IT, digital, technology or telecom services, including provision of technology products or services, telecoms and network services, digital services, hosting, cloud and support services or software licensing
- Media services
- Research and development services, including market, health, lifestyle, scientific or technical research.
- Services in relation to trading/sharing in personal information, including the sale, hire, exchange or disclosure of personal information to third parties in return for goods/services/benefits
- Games Media, Entertainment, Publishing, Games / Mobile App Development,
- Consultancy Services

Data subjects

Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.

- Customers and clients (including their staff)
- Students and pupils
- Consultancy Services, Sales data and public review

Categories of data

The personal data transferred concern the following categories of data:

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description
- Goods or services provided and related information, including details of the goods or services supplied, licences issued, and contracts
- Identification Information: your name, username, handle or other identifier
- Content information: the content you have published via that name, username, handle or other identifier, (e.g. comments, expressions, opinions, posts, etc.)
- Audio/Visual information: your profile picture or other images or videos that you post or interact with;
- Employment information: your job title or profession (including category of profession, for example "journalist")
- Demographic information: your interests and gender; and
- Geolocation information: your location

Data importer

The data importer is Hertzian.

Definitions

Data controller - A controller determines the purposes and means of processing personal data.

Data processor - A processor is responsible for processing personal data on behalf of a controller.

Data subject – Natural person

Categories of data: Personal data and special categories of personal data

Personal data - The GDPR applies to 'personal data' meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of GDPR). For example name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.

Special categories personal data - The GDPR refers to sensitive personal data as 'special categories of personal data' (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.

Processing - means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring,



storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Third party - means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

2. Who are we?

We are Player XP, and we trade as Hertzian Ltd (“we”, “us” or “Hertzian Ltd”). Our registered office address is at Health and Wellbeing Innovation Centre, Truro, Cornwall, TR1 3FF, United Kingdom. Our company number is 09753777 and our VAT number is 227 205 924. We act as the data processor of the Personal Data that we process about you. You can contact our Data Protection Officer at Chris@hertzian.co.uk or our legal team at legal@hertzian.co.uk.

3. The purpose(s) of processing your personal data

We use your personal data for the following purposes:

We collect and collate information that is publicly available on the Internet. If you can be identified from this information, and it relates to you, then it will be your Personal Data. For example, your name or username in connection with your Twitter or Facebook profile or the content of your public posts on these sites would be your Personal Data. In a nutshell, this is how we work: we collect and index publicly available information from the Internet. We get data via search crawling or by contracting directly with content providers and data resellers to gain access to data from them. In each case, the only information that we have access to is information that Authors like you published or made available publicly. This information is then collected, indexed, and stored in our database. We offer access to our database, as well as analytics of the data within that database, to customers (our “Services”). This allows our customers to learn more about their brand, their consumers, their competitors, and act with more certainty in their marketing decisions.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Performance of Contract this means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- Legitimate Interest this means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- Comply with a legal or regulatory obligation this means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

GENERALLY WE DO NOT RELY ON CONSENT AS A LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA OTHER THAN IN RELATION TO SENDING THIRD PARTY DIRECT MARKETING COMMUNICATIONS TO YOU VIA EMAIL OR TEXT MESSAGE. YOU HAVE THE RIGHT TO WITHDRAW CONSENT TO MARKETING AT ANY TIME BY CONTACTING US OR OUR PROTECTION OFFICER OR DATA REPRESENTATIVE.

Primary Use

We use data and content that you make available to us to provide the Services to you and to comply with our legal obligations. We also use data to audit, detect security incidents, protect against fraud or illegal activity, identify and repair errors, and conduct research and development for the improvement of our Services so that we can provide all of our users with a better experience. We combine data about you across our different Services. We do not use algorithms to make automated decisions about you in violation of applicable law or in a way that produces a significant legal effect. Our legal basis for this type of data processing is that we have a legitimate interest in running our business and providing our Services to our customers, which includes providing technology that empowers our customers to act with more certainty in a way that is easy-to-access and use. However, the legal basis for our processing of data may also be where we have your consent (for example, where consent is required to send certain marketing communications) or where the processing is necessary for compliance with our legal obligations (for example, where we receive requests from regulatory authorities).

Secondary use



We communicate with you in writing, via email, or other means available on or through the Services (for example, via messaging in Player XP Services or push notifications if you use a mobile application). We may communicate transactional or service messages to you, such as welcoming you to our Services or informing you of scheduled downtime. We may also send you marketing communications, on our own behalf or on the behalf of unaffiliated entities. Marketing communications may be sent to you, even if you do not have an account, if you have indicated to us that you wanted to receive such communication or as otherwise allowed by law. Regarding marketing communications, you can opt out of receiving future communications in the footer of each email we send to you. You cannot opt out of receiving transaction or service messages from us.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

4. The categories of personal data concerned

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

- Identification Information: your name, username, handle or other identifier
- Content information: the content you have published via that name, username, handle or other identifier, (e.g. comments, expressions, opinions, posts, etc.)
- Audio/Visual information: your profile picture or other images or videos that you post or interact with;
- Employment information: your job title or profession (including category of profession, for example “journalist”)
- Demographic information: your interests and gender; and
- Geolocation information: your location

We may also analyse the Personal Data you have published to infer other Personal Data about you and provide our analysis to our customers. When we infer data about you, we do so automatically, based on each individual post. We do not look at multiple posts in combination, and our algorithms analyse each of your posts individually. Personal data, or personal information, means any information about an individual from which that person can be identified. You can find out more about personal data from the [Information Commissioners Office](#).

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect your personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

5. Sharing your personal data

Any member of our company group. Unaffiliated entities.

We may share your Personal Data as described in how we use your data above with selected unaffiliated entities for our business purposes, including the following:

customers – for the purpose of providing our Services (as explained above);
business partners, suppliers, and sub-contractors – for the performance of any contract we enter into with them;



analytics, ISPs, and search engine providers – for analytics and improving our website and Services; prospective buyers – if a third party acquires us or our assets, your Personal Data may be part of the transferred company or assets.

As mentioned, part of our Services involves offering access to our database and analytics to customers who want to understand how consumers react to their brand and campaigns online. Our sharing of the categories of Personal Data described above through our Services is likely to be considered “selling” Personal Data under certain data privacy laws. Depending on where you live, you may have the right to opt out of the this kind of sharing of your Personal Data for the purposes described above. Please see below for information on these rights and how to exercise them. We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties
- External Third Parties
 - Providers acting as processors based SPECIFIC COUNTRIES who provide IT and system administration services.
 - Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based SPECIFIC COUNTRIES who provide consultancy, banking, legal, insurance and accounting services
 - HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

Appendix 2

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(a) and 5(c) (or document / legislation attached). Additional policies and documents can be found <https://live.playerxp.io/legal/security>

We use firewalls to protect our internet connection. This will be your first line of defence against an intrusion from the internet.

We choose the most appropriate secure settings for our devices and software Most hardware and software will need some level of set-up and configuration in order to provide effective protection.

We control who has access to your data and services. Restrict access to your system to users and sources you trust.

We protect ourselves from viruses and other malware. Anti-virus products can regularly scan your network to prevent or detect threats.

We keep our software and devices up-to-date. Hardware and software needs regular updates to fix bugs and security vulnerabilities.

We regularly backup our data. Regular backups of your most important data will ensure it can be quickly restored in the event of disaster or ransomware infection.

We will only retain your personal data for as long as necessary. To fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the



appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes. In some circumstances you can ask us to delete your data: see [Your Legal Rights](#) below for further information. In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Your Legal Rights

Unless subject to an exemption under the data protection laws, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to withdraw your consent to the processing at any time, where consent was the lawful basis for processing your data;
- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), where applicable i.e. where our processing is based on consent or is necessary for the performance of our contract with you or where we process your data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to our processing of personal data, where applicable i.e. where processing is based on our legitimate interests (or in performance of a task in the public interest/exercise of official authority); direct marketing or processing for the purposes of scientific/historical research and statistics).

If you wish to exercise any of the rights set out above, please contact us.
No fee required - with some exceptions

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable admin fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

How to make a complaint

To exercise all relevant rights, queries or complaints please in the first instance contact our DATA PROTECTION OFFICER/OUR DATA REPRESENTATIVE on Chris@hertzian.co.uk.

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the Information Commissioners Office on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.



Cookies and Similar Technologies

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