

# Privacy Policy:

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## OUR COMMITMENT TO PRIVACY – FLEXBETS FANTASY SPORTS ARENA, INC.

FlexBets Fantasy Sports Arena Inc. strives to offer a revolutionary daily fantasy sports competition service with the most flexible, fun, and unique ways to play. To ensure the trustworthiness of our Competitions and the quality of your experience, we collect and process information about our users. Safeguarding your privacy is a top priority for us and we are committed to handling information with respect.

FlexBets Fantasy Sports Arena Inc. (collectively, “We”, “Us”, “Our” or “FlexBets”) has prepared this Privacy Policy to explain why and how we collect, use, and share information about users of our websites located at <https://FlexBets.io> (“**Website**”), our mobile application(s) (“**Application(s)**”), and our online gaming products and related services available through the Website and the Applications including our social networking features (collectively, “**Services**”). Nothing in this Statement will constitute an admission or evidence that any particular data privacy or information security law or regulation applies to FlexBets generally or in any specific context. This Privacy Policy does not apply to websites, applications, or services that do not display or link to this statement or that display or link to different privacy statements.

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## 1. YOUR ACCEPTANCE OF THIS PRIVACY POLICY

By accessing or using our Website, Applications, or Services, you acknowledge that you have read and agree to the practices described in this Privacy Policy including its terms and conditions. Your use of our platform constitutes your affirmative consent to the collection, use, and disclosure of your personal data as outlined herein. You can withdraw your consent to the collection, use, and disclosure of your personal information at any time. If you choose to withdraw your consent, we may not be able to provide you with access to, or use of, our Website, Applications, and Services.

## 2. APPLICATION OF THIS PRIVACY POLICY

This Privacy Policy applies to all personal data collected by FlexBets via our digital platforms, including our website, mobile applications, and any affiliated online services. By interacting with any of our digital properties or utilizing our Services, you agree to the terms of this Privacy Policy and consent to the collection, use, and disclosure of your personal information in accordance with applicable laws.

## 3. PERSONAL INFORMATION WE COLLECT, ITS SOURCES, AND THE PURPOSES FOR COLLECTION

This section provides a detailed overview of the types of personal information we collect, how we obtain it, and the lawful bases and business purposes for which we use it. FlexBets does not gather personal information for uses that are inconsistent with our Terms, Operating Agreement, or applicable legal standards.

## a. Information You Voluntarily Provide

When engaging with our Services, you may choose to disclose certain categories of personal information to us. As used in this Privacy Policy, “*personal information*” refers to any data that can be used to identify you as an individual. This may include, but is not limited to, your full name, username, mailing address, email address, telephone number, gender, date of birth, age, payment card and billing details, financial account information, and any identifiers or documents used for verification or authentication purposes (e.g., your driver's license number, government-issued ID, or photographs associated with your account or profile).

For example, when you establish an account (“Account”) on our platform, you may submit information such as your legal name, aliases, date of birth, full or partial government-issued identification number, country of residence, email address, personal and business contact numbers, mailing address, occupation, and employer’s name and address. This data is essential for enabling core account functionality, confirming your identity, fulfilling regulatory obligations, mitigating fraud, and delivering our Services effectively.

Additionally, when you engage in financial transactions—such as depositing or withdrawing funds—we may collect the personal and financial details required to complete the transaction and satisfy applicable legal requirements. These may include your name, address, contact information, payment method details, social security number, and a record of Services accessed, purchased, or otherwise considered.

If you submit feedback or initiate contact with us through email or other forms of communication, we will collect your name, contact details, and the contents of your communication. This information enables us to respond to inquiries, deliver technical and customer support, comply with applicable laws, enforce our agreements, and address any actual or anticipated disputes.

We may also collect information you include in your public-facing profile (your “Profile”), including your selected username and any profile image you upload. If you use our social networking functionality or participate in contests, competitions, or promotions (each, a “Competition” and collectively, “Competitions”), certain aspects of your Profile may be visible to other participants (“Players”). Participation in Competitions is entirely optional. By choosing to participate, you consent to the collection and display of relevant personal information required for your participation.

If you allow your device to transmit geolocation data, or otherwise consent to location tracking, we may use this information to determine your eligibility for specific Competitions, comply with jurisdictional requirements, and prevent fraudulent activity.

When you participate in surveys, we may gather additional information relating to your Profile, behaviors, preferences, and interactions with the Website, Applications, or Services. Survey participation is voluntary, and you are not obligated to provide personal information unless you choose to do so.

Similarly, if you engage in an event, promotion, or giveaway hosted via our Website, Applications, or Services, we may collect your contact information (e.g., phone number and email address) for the purpose of notifying you of outcomes or confirming prize eligibility. Where necessary, we may also request your legal name, residential address, or other identifying information to verify eligibility and ensure regulatory compliance. Additional details may be collected in connection with prize selection, particularly if the prize value exceeds a legally mandated reporting threshold. As participation in these events is optional, the decision to disclose such information rests solely with you. We encourage you to review the official rules associated with each event prior to entry.

Use of our social and team-oriented features may result in the collection and sharing of certain information with other users. Depending on your activity and privacy settings, your Profile may display your username, real name, photograph, location, posted content, chat messages, and interactions within social feeds and team discussions. We may also collect and display details related to your participation in Competitions, such as submitted picks, entry history, and aggregated data that appears on public leaderboards or highlight pages (e.g., our “hot picks” page).

If you choose to synchronize or import contact information from your device’s address book, you are solely responsible for obtaining consent from your contacts prior to submission. By importing such data, you confirm that your contacts have agreed to the collection and use of their information by FlexBets for the purposes described in this Privacy Policy, including enabling connections, enhancing social functionality, and facilitating invitations. Contact sync features may not be available in all jurisdictions.

As a general rule, personal information you provide through social networking features may become publicly accessible. We urge you to exercise discretion and good judgment before uploading or sharing any sensitive, confidential, or potentially harmful information.

You are fully responsible for the accuracy, legality, and appropriateness of any content or information you choose to provide—whether by uploading, posting, syncing, importing, or otherwise submitting it to our Services. While we offer privacy controls that allow you to manage who may view your activity, Profile, and Competition participation, please understand that once content is made public, we cannot guarantee or control how others may access or use it.

Our privacy settings allow you to configure:

- Who may follow your activity or view your Profile
- Who can search for you by username or real name
- Who can invite you to Competitions or share picks with you
- Whether you receive notifications related to posts, replies, or mentions
- Who can see your social posts, pick data, or entry history

Please note that even with robust privacy controls, we cannot prevent all forms of information dissemination once content is publicly posted or shared with others.

## b. Information Collected via Technology

### ***Automatically Collected Data***

To enhance, customize, and ensure the secure operation of our Website, Applications, and Services—and to fulfill our legal and regulatory obligations—we may automatically collect certain technical and usage information during your interactions with our digital platforms. This may include, but is not limited to, your browser type, operating system, Internet Protocol (IP) address (which may be assigned statically or dynamically and can vary across sessions), device identifiers, domain names, referring and exit pages, geolocation data, clickstream behavior, cookie data, and timestamps reflecting your access and activity.

This information enables us to:

- Analyze usage trends
- Administer, maintain, and improve our Website, Applications, and Services
- Gather demographic insights about our user base
- Support advertising and promotional campaigns
- Conduct internal research and product development
- Deliver technical and customer support
- Enforce our legal rights and address potential disputes

- Detect and prevent fraudulent, harmful, or unlawful activity

Certain data elements may also be stored to recognize returning users, thereby streamlining future interactions and enhancing your overall user experience.

### ***Device-Specific Information***

We may collect metadata from the devices you use to access our Services. This may include hardware model, operating system and version, installed software, language preferences, unique device identifiers, advertising identifiers, serial numbers, mobile network data, and device motion information.

Where our mobile Applications are installed, we may further collect information regarding how you interact with those Applications. In the event of a crash or technical error, we may receive diagnostic data such as your device model, software version, and network provider. This data is used exclusively to identify, resolve, and prevent performance issues and bugs, and to improve service delivery.

### ***Cookies and Similar Technologies***

We use cookies—small data files sent to your browser or device—to gather and store technical information. These may include session cookies (which expire when your browser is closed) and persistent cookies (which remain until deleted or expired). Cookies allow us to:

- Record user preferences
- Measure the performance and usability of our Services
- Collect analytics and usage data
- Tailor the online experience to your interests

We may use cookies to collect information such as your IP address, browser and device characteristics, operating system, and how you interact with our Services. Cookie settings can be managed through your browser, and you may delete or disable them at any time. Guidance for managing cookies is available at [www.aboutcookies.org](http://www.aboutcookies.org).

## ***Pixel Tags and Web Beacons***

We also employ pixel tags (also known as web beacons, clear GIFs, or tracking pixels), which are small, invisible graphics embedded in web content or emails. These function similarly to cookies and may be used to:

- Track user behavior across pages
- Log email open rates and content interactions
- Share data between affiliated platforms
- Optimize marketing and communication strategies

Pixel tags may capture device and browser data, IP address, time of view, page origin, and user agent strings, among other attributes. This technology assists us in identifying relevant messages, reducing redundant communications, and refining user engagement efforts.

## ***Threat Detection and Identity Verification***

To help ensure the security of our Services, we work with third-party providers—such as GambleID—who offer solutions for threat detection, identity authentication, anti-money laundering (AML) compliance, and fraud prevention. These providers may automatically collect certain technical, device-specific, and behavioral data, including IP addresses, geolocation records, personal identifiers, and unique device signatures. This data is processed for risk analysis and compliance with legal requirements. For more information on GambleID's privacy practices, please refer to their privacy policy at:

<https://www.gambleid/privacy-policy>.

## ***Advertising Data Collection***

We partner with various advertising vendors to deliver content across our Services and affiliated platforms. These vendors—which may include Facebook, X (formerly Twitter), OnlyFans, Reddit, TikTok, Snapchat, FantasyPros, Discord, Twitch, YouTube, and others—may collect data through cookies, pixel tags, beacons, and similar technologies to serve interest-based advertisements.

Information collected may include your IP address, browser type, internet service provider, email address (as a unique personal identifier), and interactions with our and other digital

properties. These technologies allow vendors to understand your preferences and deliver targeted advertising based on your online behavior.

We do not control these third-party tools and are not responsible for how your information is used once shared. We strongly encourage you to review their individual privacy policies. To learn more about these practices and how to opt out of targeted advertising, please visit [www.aboutads.info/choices](http://www.aboutads.info/choices) and [www.networkadvertising.org](http://www.networkadvertising.org).

### ***Analytics Providers***

We utilize third-party analytics tools—such as Google Analytics—to better understand how users interact with our Website, Applications, and Services. These providers may collect data such as pages visited, time spent on pages, referring URLs, and device/browser information.

Analytics companies may use cookies and similar technologies to process this information. These insights are used to monitor performance, diagnose technical issues, understand user behavior, and enhance overall user experience. Data collected through these services may be stored and processed on the analytics provider's servers and may be shared with third parties as required by law or under contractual obligation.

### ***Referral and Social Affiliate Tracking***

FlexBets may engage in partnerships with websites and social platforms that refer users to our Services via special hyperlinks or referral codes. When you arrive at our Website via such a link, we may collect information about the referring source, including your IP address and certain personal identifiers, using cookies, pixel tags, and similar mechanisms.

This includes:

- **Referral Affiliates:** Websites linking directly to our Services
- **Social Affiliates:** Influencers or content creators sharing promotional links or codes on social media

This data allows us to credit referring partners appropriately and measure the performance of promotional campaigns.

## ***Location-Based Information***

We may collect and process geolocation data to determine your eligibility to participate in Competitions, promotions, or other geographically restricted offerings. Location information may also be used to comply with local legal requirements, prevent fraud, and resolve legal disputes.

### **c. Information Collected From or About Friends**

#### ***Refer-a-Friend***

Our Services include functionality that enables you to invite friends to participate in FlexBets activities—such as joining your team or exploring our Competitions. We offer multiple mechanisms for you to send such invitations, all of which involve a unique referral hyperlink generated and provided by FlexBets (the “Link”). This Link is specifically designed for sharing with individuals who do not already hold an Account with FlexBets, and directs them to our Website and/or Applications where they can register as a referred user.

You may distribute your Link via email, SMS, social media platforms (such as Facebook or Twitter), or other personal communication channels. When a recipient uses the Link to register for an Account, the system automatically associates that new user with you—the referrer—for the purpose of tracking referrals and issuing applicable referral bonuses or rewards. Full details and eligibility requirements for the program are set forth in the **FlexBets Refer-a-Friend Terms**, which we encourage you to review.

To facilitate the referral process, we may provide tools that allow you to import or sync your personal contacts (including contacts from your mobile device’s address book). These tools are designed to help you identify friends who may wish to join FlexBets and to enable communication within our Services. Please note that contact import features may not be accessible in all jurisdictions.

Where these tools are available, and with your explicit consent, we may access and temporarily store information from your contacts list, including names, phone numbers, email addresses, locations, and related identifiers, for the sole purpose of determining which of your contacts are not yet registered with FlexBets.

It is solely your responsibility to ensure that you have obtained any legally required consent from your contacts prior to importing or sharing their information with FlexBets. You and

your contacts may request the removal of such information from our systems by contacting us at [admin@FlexBets.io](mailto:admin@FlexBets.io).

### ***Find-a-Friend***

In addition to inviting new users, our Services also allow you to connect with friends who already maintain an Account with FlexBets. You may invite registered users to join a Competition or become part of your team through several means:

- By entering your friend's username associated with their FlexBets Account;
- By searching for them using the in-platform user search functionality; or
- Where applicable, by utilizing contact import tools within our Application(s) to identify contacts already registered as FlexBets users.

Contact search and import tools may be subject to availability based on your geographic location. If these features are accessible, and with your permission, we may access your device's address book and import names, email addresses, phone numbers, location data, and other relevant contact details to help you locate and connect with friends within the platform.

As with the Refer-a-Friend feature, you bear full responsibility for obtaining all required permissions and consents from individuals whose information you submit through these tools. By using this functionality, you confirm that you are authorized to share your contacts' information with us for the express purposes outlined in this Privacy Policy.

### **d. Information Collected from Other Sources**

In addition to the personal information you provide directly and that we collect automatically through your use of our Services, we may supplement your data profile with information obtained from external sources. These third-party sources may include, but are not limited to:

- Public databases
- Data brokers and commercial data providers
- Social networking platforms
- Affiliated marketing partners
- Government or regulatory agencies (where required or authorized by law)

We may also collect data made available to us via your interactions with our branded content, advertisements, or integrations on third-party websites and applications, including our official pages on social media platforms.

The categories of supplemental information we receive may include:

- Demographic attributes (e.g., age, gender, household income)
- Interests and lifestyle indicators
- Commercial information (e.g., purchase history, shopping tendencies)
- Online behavioral data (e.g., browsing activities, search history)
- Data related to your interaction with ads, applications, and websites

We combine this information with the personal data we already maintain in order to:

- Enhance and personalize your experience with our Website, Applications, and Services
- Improve the relevance of advertising and promotional content delivered to you
- Validate your identity and ensure secure account access
- Perform anti-fraud and anti-money laundering due diligence
- Fulfill our legal and regulatory obligations
- Refine our product offerings and marketing strategies

This supplemental information may be collected and used by us directly or through service providers acting on our behalf and is processed in accordance with this Privacy Policy and applicable data protection laws.

#### 4. INTERACTION WITH THIRD-PARTY SITES AND SERVICES

Our Website, Applications, and Services may incorporate, interconnect with, or be accessed through content, products, or services provided by third-party entities. These third-party platforms, tools, and materials are not controlled by FlexBets, and this Privacy Policy does not govern their data collection, usage, or disclosure practices.

Third-party integrations may include (but are not limited to):

- Embedded content
- Social media widgets or login functionalities
- External links to co-branded pages, promotional partners, or sponsors
- Payment processors or authentication providers

- Services offered in partnership with or powered by third parties

We strongly encourage you to review the privacy policies and terms of use of any third-party website, platform, or application you choose to engage with, as FlexBets disclaims responsibility for the privacy or security practices of those external entities.

If you interact with a third-party service in connection with your use of our Services—such as by authorizing the third party to access your data or by linking accounts—you do so at your own discretion and risk. Any information you share with, or authorize us to share with, a third party will be handled in accordance with that party’s policies and agreements, not this Privacy Policy.

By using our Services, you acknowledge and agree that:

- FlexBets does not control or assume liability for the content, actions, or data practices of third-party websites, applications, or services;
- We are not responsible for any loss, misuse, or unauthorized access of personal information by third parties with whom you choose to engage;
- Your interactions with external platforms, including any data disclosures, are subject to those parties' terms and conditions.

Please exercise caution when interacting with third-party services and carefully review all disclosures regarding how your information may be accessed, used, or shared.

FlexBets uses Plaid Inc. (“Plaid”) to gather your data from financial institutions. By using the Service, you grant FlexBets the right, power, and authority to act on your behalf to access and transmit your personal and financial information from your relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid. FlexBets also uses financial institutions to process your ACH funds transfers from your funding source bank account to FlexBets for use of FlexBets Service as described in the Terms of Use.

You acknowledge that Plaid may process your End User data consistent with Plaid's privacy policy (available at <https://plaid.com/legal/#end-user-privacy-policy>). You will not (i) make representations or other statements with respect to your End User data that are contrary to or otherwise inconsistent with Plaid’s privacy policy or (ii) interfere with any independent efforts by Plaid to provide your End User notice or obtain End User consent.

## 5. ADDITIONAL USES OF PERSONAL INFORMATION

### ***User Feedback and Testimonials***

From time to time, we may publish user-submitted feedback, testimonials, comments, or reviews on our Website or within our Applications. If we do so, we will identify you only by your first name and the initial of your last name, and we may include your publicly available FlexBets profile photo or avatar. Should we wish to disclose your full name, we will first obtain your express consent.

Please note that any personal information you choose to post in publicly accessible areas of our Services (such as blogs, forums, or social feeds) can be read, collected, and used by others. We are not responsible for any consequences arising from the disclosure of personal information you voluntarily submit in public-facing channels.

### ***Aggregated, Anonymized, or De-Identified Data***

We may create aggregated, anonymized, or de-identified data sets from the personal information we collect, such that the data is no longer reasonably capable of being linked to an individual. These data sets are used to:

- Analyze usage patterns and improve user experiences
- Optimize the functionality and performance of our Services
- Develop new products, features, and services

We reserve the right to use and disclose anonymized or de-identified data for any lawful purpose, including for statistical analysis, benchmarking, or commercial development.

### ***Responsible Gaming Initiatives***

As part of our commitment to promoting responsible gaming, we may use the information collected from or about you to assess your engagement patterns and monitor for potential signs of problematic behavior. Where appropriate, we may contact you directly or provide resources designed to support responsible participation in Competitions.

By using our Services, you consent to our use of your personal information for the purposes of responsible gaming oversight and outreach.

## 6. ADDITIONAL DISCLOSURES OF PERSONAL INFORMATION

In addition to the sharing practices discussed above, we may disclose your personal information to fulfil the purposes for which you have provided it to us, including in these circumstances:

### *Parties You Share With*

When you access and use the Website, Applications, or Services, the personal and other information you choose to share—particularly through our social networking features—may be disclosed to third parties whom you have expressly or implicitly authorized to receive such information. For instance, you may choose to share personal information with friends, teammates, or other Players, including individuals participating in the same Competition(s) as you. Moreover, any content you post, upload, or disclose via our social networking functionalities may be visible to other FlexBets users and, depending on your privacy settings, potentially to the general public. We encourage you to exercise caution and sound judgment when deciding what personal information to share, and to consider whether the material you disclose is appropriate for public visibility. As noted above, our social privacy settings are designed to give you control over the visibility of your Profile, your Competition-related activity, and the notifications you receive in connection with our social networking features. You are responsible for configuring these settings according to your personal preferences and privacy expectations.

### *Service Providers*

We may disclose your personal information to certain trusted service providers in order to support and facilitate the full range of Services offered through our Website and Applications. These providers assist us in a variety of operational, technical, and support functions, including account creation, authentication, and identity verification; customer service and technical support; geolocation processing; and payment facilitation for deposits, withdrawals, and other financial transactions. They also support functions such as quality assurance testing, delivery of email and push notifications, application installation tracking, and security monitoring. In addition, service providers may assist us in the customization and personalization of your user experience, the delivery of newsletters, surveys, promotional communications (including on behalf of third-party partners), and the prevention of fraud, abuse, or other unauthorized or unlawful use of our Services. They may also play a role in content delivery, advertising personalization, feedback solicitation, performance analytics (including monitoring the health of server infrastructure and application code), search engine optimization, and overall platform improvement and optimization. These providers are authorized to process personal

information only as necessary to perform services on our behalf and are contractually obligated to maintain the confidentiality and security of your data.

#### *Leader Boards*

We may share personal information such as your user ID number, username, avatar or profile picture on our Competition leader boards. To facilitate a fair and transparent experience with our Competitions, you are not able to opt out of sharing this personal information. Please use caution with using personal information within your username and profile picture and make sure that any personal information that you share is material you are comfortable being publicly viewable.

By accepting this Privacy Policy and using our Website, Application(s), or Services, you authorize third parties, which may include your mobile operator(s), internet service provider(s), financial institution(s), as well as government organizations and other authoritative data sources, to disclose to FlexBets and its data processing partners your personal information for the purposes of validating your identity and preventing fraud on your account. This information may include your credit record number, IP address, device identifier, browser type, operating system, location, and data regarding your interaction with an Internet website or application. You also authorize FlexBets to disclose your full name, date of birth, government identification number(s), and address directly to our data processing partners for the purpose of verifying your identity. For such purpose, you permit FlexBets' data processing partners to verify your identity with a credit bureau and access your credit file solely for the purpose of identity verification which will not affect your credit score. This data will be maintained for the duration of the business relationship and any legally required retention period.

We also use the personal information we collect in connection with your use of our Website, Application(s), and Services to detect and prevent fraudulent, abusive, and other illegal or malicious activity. We share this information with GambleID, a third-party service provider, to assist us with this effort.

#### *Professional Financial and Legal Advisers*

From time to time, we may also need to share your information with professional advisers, including lawyers, auditors, bankers, insurers and consultants, in order to obtain advice or other professional services from them. Such advisers are bound by legal and/or contractual duties of confidentiality and other prohibitions against disclosure of personal information.

### *Co-Branded Partners*

Co-Branded Partners are companies with whom we may jointly offer a service or feature. You can tell when you are accessing a service or feature offered by a Co-Branded Partner because the Co-Branded Partner's name will be featured prominently. You may be asked to provide information about yourself to register for a service offered by a Co-Branded Partner. In doing so, you may be providing your information to both us and the Co-Branded Partner, or we may share your information with the Co-Branded Partner. Please note that the Co-Branded Partner's privacy policy and terms of use may also apply to its use of your information and you should familiarize yourself with the privacy policy and terms of use of any Co-Branded Partner you access. FlexBets is not responsible for the practices used by Co-Branded Partners. In addition, by using our Website, Application(s), and Services, you acknowledge and agree that we are not responsible for and do not have control over any Co-Branded Partners.

### *FlexBets Promotions*

When you participate in a Competition, we may collect and use your name, likeness, voice, testimonials, and biographical information for publicity, advertising, trade or promotional purposes without further payment, consideration, notice or approval. By participating in a Competition, you grant FlexBets, its affiliates, successors, assigns, agents and any third parties authorized by any of them (each, a "**Licensee**") the sole, worldwide, fully paid-up, royalty-free, irrevocable, perpetual, sublicensable and transferable right and license to display, share, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works from, exploit, sell, rent, license, use your name, image, likeness, voice, professional and personal biographical information, and other personal characteristics and private information that you have provided to FlexBets for the purpose of the Competition, and to permit others to do so, in any and all materials created by or on behalf of any Licensee that incorporate any of the foregoing, in all forms and media now or hereafter invented, including, without limitation, composite and modified representations, for all purposes, including but not limited to any trade or commercial purpose. Any Licensee may but is not required to use your name as a credit in connection with any photograph and/or testimonial. You irrevocably waive the right to inspect or approve versions of any

photograph and/or testimonial or the written copy or other media that may be used in connection with same. You release all Licensees, jointly and severally, from and irrevocably waive any claims that may arise regarding the use of any such photograph and/or testimonial, including any claims of copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion upon seclusion, false light, public disclosure of private facts, and misappropriation of name or likeness), claims of defamation, invasion of privacy or violation of rights of personality or publicity, physical or emotional injury or distress, infringement of moral rights, or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world.

#### *Social Networking Sites*

Our Website, Application(s), and Services may enable you to post content to Social Networking Services (e.g., Facebook) (each, a "**SNS**"). If you choose to do this, we will provide information to such SNSs in accordance with your elections. In such event, you acknowledge and agree that you are solely responsible for your use of those websites and that it is your responsibility to review the terms of use and privacy policy of the companies providing such SNSs. We will not be responsible or liable for: (i) the availability or accuracy of any SNS's terms of use or privacy policy; (ii) the content, products or services on or availability of such SNSs; or (iii) your use of any such SNSs.

#### *Corporate Affiliates*

We may share some or all your personal information with our corporate affiliates, including, without limitation, our subsidiaries, joint ventures and other companies under common control ("**Affiliates**"). We require that our Affiliates maintain any personal information they receive in a secure manner, use it only for the purposes set out in this Privacy Policy.

#### *Corporate Restructuring*

We may share some or all of your personal information in connection with or during negotiation of any merger, financing, acquisition, corporate divestiture, dissolution transaction, or other proceeding involving the sale, transfer, divestiture

or disclosure of all or a portion of our business or assets. In such an event, the parties involved will be subject to confidentiality restrictions. In the event of insolvency, bankruptcy, or receivership, your personal information may also be transferred as a business asset.

#### *Other Disclosures*

Regardless of the choices you make regarding your personal information (as described below), FlexBets may disclose personal information without consent in certain specific situations. For example, personal information may be shared to (i) comply with a duly authorized subpoena or warrant for the personal information, (ii) in connection with any legal investigations, (iii) if we have reasonable grounds to believe that the personal information relates to a breach of Canadian federal or provincial laws or (iv) to investigate or assist in preventing any violation or potential violation of law, this policy or our Terms of Use. We may also disclose your personal information without your consent to collect a debt that is owed to us.

#### *Advertising Alliances Opt-out*

In addition to adjusting the appropriate settings in your browser, many advertising companies that may collect information for targeted advertising purposes are also members of the Digital Advertising Alliance or the Network Advertising Initiative. Both of these organizations provide directions on how individuals can opt-out from targeted advertising by their members. You can find more information on these opt-out capabilities on [www.aboutads.info](http://www.aboutads.info) and [www.networkadvertising.org](http://www.networkadvertising.org).

## **7. BIOMETRIC VERIFICATION**

With your consent, we may utilize facial recognition and image analysis services provided by third-party biometric identity verification vendors to assist in the verification of your identity. These service providers—and their authorized contractors—may extract biometric data from an image of your government-issued identification (such as a driver's license) and compare it to biometric data derived from a selfie photograph or video that you upload. Based on this comparison, the vendor will return a match result indicating whether the biometric features correspond. The results of this process are used exclusively to confirm your identity in accordance with applicable verification protocols. The facial scan data and related information collected during this process may constitute *biometric*

*identifiers or biometric information* as defined under certain data protection and privacy laws. All biometric identifiers, biometric information, or representations thereof will be collected, processed, and retained solely by the designated third-party biometric identity verification provider, in accordance with your consent and subject to that provider's privacy and data retention policies.

Biometric data collected and processed for identity verification purposes will be retained only for as long as necessary to fulfill its intended purpose. Specifically, such data is scheduled for deletion upon the earlier of: (i) the completion of the verification process; or (ii) one (1) year following your most recent interaction with the biometric identity verification provider—unless a different retention period is specified at the time you provide consent, or unless a longer retention period is required by applicable law or legal process.

Following expiration of the applicable retention period, the biometric data is scheduled for permanent deletion. While participation in biometric verification is voluntary, declining to provide biometric data may prevent us from completing the identity verification process required to grant access to certain Services. You may revoke your consent to biometric data processing at any time by contacting us at [admin@FlexBets.io](mailto:admin@FlexBets.io).

## 8. SECURITY AND RETENTION OF PERSONAL INFORMATION

The protection of your personal information is of utmost importance to us. We implement and maintain reasonable administrative, technical, and physical safeguards, procedures, and security protocols designed to prevent the unauthorized access, use, disclosure, alteration, exfiltration, or destruction of the personal information we collect. Any payment card data you provide is stored in encrypted or tokenized form, consistent with industry standards and applicable regulatory requirements.

We retain personal information only for as long as necessary to fulfill the specific purposes for which it was collected, or to comply with applicable legal, regulatory, or contractual obligations. Once such information is no longer required, we securely dispose of it in accordance with our internal data retention and destruction policies and schedules.

Although we employ diligent and good faith efforts to maintain the integrity and security of our systems, no method of data transmission or storage is entirely secure. Accordingly, we cannot guarantee the absolute security of any information you transmit to or store with us. Security incidents—including but not limited to unauthorized access, cyberattacks,

hardware or software failures, human error, and unforeseen technical issues—may compromise the confidentiality of your personal information at any time.

You also have a responsibility in helping to protect your own personal information. To enhance the security of your Account, we strongly advise that you adhere to the following password best practices:

- Create a strong password in accordance with our Terms and Conditions, consisting of at least eight (8) alphanumeric characters and including a combination of uppercase and lowercase letters, numbers, punctuation marks, and special characters (e.g., !, ^, ?, @, #, \$, ;).
- Avoid using easily guessable passwords, dictionary words, or passwords based on personal details (e.g., family names or birthdates).
- Keep your password strictly confidential; do not disclose it to any third party.
- Refrain from writing down your password or storing it in unencrypted form.
- Change your password at least once every three (3) months.
- Use a unique password for your FlexBets Account that is not reused across other websites or applications.

By following these recommendations and remaining vigilant, you can help mitigate the risk of unauthorized access and protect your personal information from compromise.

## 9. BREACH OF SECURITY SAFEGUARDS

In the event of a breach of our security safeguards that results in the unauthorized access to, or loss of, personal information—and where there is a real risk of significant harm to an individual—we will provide timely notification to the affected individual(s) and any applicable governmental or regulatory authorities with jurisdiction, as required by applicable law.

Such notification will be issued using the most recent contact information you have provided to us, including, where applicable, by email. We will also work in close coordination with the appropriate authorities to investigate, contain, and remediate the breach, and to implement any necessary corrective measures to prevent recurrence.

## 10. YOUR CHOICES REGARDING PERSONAL INFORMATION

### ***Email Communications***

We may periodically send you complimentary newsletters and promotional emails containing information about our Services, new features, or other products and services we believe may be of interest to you. You may opt out of receiving future marketing or promotional communications from FlexBets at any time by either:

- (i) emailing us at [admin@FlexBets.io](mailto:admin@FlexBets.io), or
- (ii) following the “unsubscribe” link or instructions included in the emails you receive.

Please note that, even after you opt out of marketing emails, we may still send you essential service-related communications. These may include important updates regarding your Account, transactional notices, or revisions to our **Terms of Use** or **Privacy Policy**.

### ***Access, Correction, and Deletion of Personal Information***

You may access, correct, or delete your personal information at any time by logging into your Account and updating your settings, or by submitting a request via email to [support@FlexBets.io](mailto:support@FlexBets.io).

You may also request the deletion of certain personal information we maintain about you. We will make commercially reasonable efforts to comply with such requests; however, there may be circumstances where we are legally required or otherwise permitted to retain certain information. For instance, we may need to preserve data to comply with a legal obligation, enforce our agreements, prevent fraud, resolve disputes, or protect the integrity of our Services.

In certain limited cases, we may refuse to provide access to specific personal information—for example, where access would reveal confidential commercial information that cannot be reasonably redacted. If we deny a request for access or correction, we will provide written reasons and inform you of your rights, including how to initiate a complaint.

Deletion requests may be submitted by emailing [admin@FlexBets.io](mailto:admin@FlexBets.io) or by completing the “Contact Us” web form at <https://www.FlexBets.io/help/contact-us>. When personal information is deleted, it is removed from our active systems, though it may persist in secure backups or archives for legal, compliance, or fraud prevention purposes.

We take reasonable steps to ensure that the personal information we collect, use, and disclose is accurate, complete, and up-to-date, in accordance with **FIPPA** and other applicable privacy laws. You are also responsible for notifying us if your information changes or requires correction. If you believe any information we hold about you is inaccurate or incomplete, you may request that it be amended. If we refuse your correction request, we will explain the reason in writing and inform you of how to pursue a formal complaint.

### ***Opting Out of Personal Information Sharing***

As described in this Privacy Policy, FlexBets and certain third-party partners may use cookies and other tracking technologies on our Website to collect data associated with your browser or device. This information may be shared with third parties for advertising or analytics purposes.

You may opt out of such data sharing for non-essential purposes by sending an email to [admin@flexbets.io](mailto:admin@flexbets.io) with your first & last name, FlexBets username, and date of birth. Please be aware that your preferences are specific to the browser, device, and session used—and may be reset if you clear your browser’s cache or cookies.

### ***Mobile Applications***

If you no longer wish to allow our mobile Applications to collect information, you may stop all data collection by uninstalling the Application(s) from your device. You may uninstall the App through the standard procedures available via your device’s operating system or through the mobile application marketplace.

## **11. HOW TO ACCESS OR CORRECT PERSONAL INFORMATION**

In addition to managing your personal information directly through your Account settings, you may also request a copy of the personal information that FlexBets has collected about you through our Website, Applications, or Services. You may further request an accounting of how such information has been used.

To submit such a request, please contact our Privacy Team via email at [admin@FlexBets.io](mailto:admin@FlexBets.io).

If you believe any of the personal information we maintain about you is factually inaccurate, you may request a correction by contacting our Support Team at [support@FlexBets.io](mailto:support@FlexBets.io). We will review all correction requests in accordance with applicable privacy laws and respond within a reasonable timeframe.

## 12. HOW WE RESPOND TO DO NOT TRACK SIGNALS

Various browsers, including Internet Explorer, Firefox and Safari, currently offer a "Do Not Track" or "DNT" option that relies on a technology known as a DNT header, which sends a signal to websites visited by the user about the user's browser DNT preference setting. Please note that, at this time, we do not honor "DNT" signals or other mechanisms that may allow you to opt out of the collection of information across networks of websites and online services as there is no standard for how online services should respond to such signals. As standards evolve, we may develop policies for responding to DNT signals that would be described in future versions of this Privacy Policy. For more information on DNT options, please visit [www.allaboutdnt.org](http://www.allaboutdnt.org).

## 13. PROHIBITED USERS

As outlined in our Terms and Conditions, individuals who are employed by, contracted with, or otherwise affiliated with a professional sport's governing body—including employees, operators, or consultants—are strictly prohibited from participating in certain Competitions on our platform, where such participation would violate the policies or restrictions imposed by the relevant governing body ("Prohibited Users").

For clarity, examples of sports governing bodies include, but are not limited to, the National Football League (NFL), Major League Baseball (MLB), and the National Basketball Association (NBA).

FlexBets reserves the right to report any actual or suspected participation in our Services or Competitions by a Prohibited User to the applicable sport's governing body, in accordance with regulatory expectations and our internal compliance procedures.

## 14. MINORS

The Website, Applications, and Services are not intended for use by individuals who have not reached the age of majority in their respective jurisdiction of residence (collectively referred to as "Minors"). FlexBets does not knowingly collect, solicit, or maintain personal information from Minors through any component of the Website, Applications, or Services.

If we become aware that personal information has been submitted by or on behalf of a Minor, we will take immediate steps to delete such information from our records in accordance with applicable privacy laws.

If you are a parent or legal guardian and believe that your child—who is a Minor—has submitted personal information to FlexBets, we encourage you to contact our Privacy Team at [admin@FlexBets.io](mailto:admin@FlexBets.io). Upon verification, we will promptly delete the Minor’s personal information from our systems.

## 15. INTERNATIONAL INFORMATION HOSTING/DATA STORAGE

The Website, our Application(s) and Services are intended for and directed solely to users in the United States and Canada. The Website, our Applications and Services are not intended to subject FLEXBETS to the laws or jurisdiction of any state, province, country or territory other than those where listed. If you are located outside of the United States and/or Canada and are a visitor to our Website or have downloaded any of our Applications, please be aware that the use of our Website, Applications, Competitions and our Services is not available to you. However, as described in this Privacy Policy, even if you are not able to use our Services and Competitions due to your location, there may be some personal information that we may automatically collect through your visiting our Website or downloading our Applications.

The Website, Application(s), Services and Competitions are hosted, and your personal information will be stored and processed in the United States and other countries where we have facilities or in which we engage service providers; please note that the United States and such other countries may have different data protection rules than those of your jurisdiction of residence. By using or visiting the Website, downloading the Application(s) or using our Services and Competitions, you are transferring your personal information to the United States and other countries as described above and you consent to the transfer.

## 16. LODGING A COMPLAINT

If you wish to raise a concern regarding a potential breach of your personal information privacy rights, or if you have any other complaint about how FlexBets handles your personal information, you may submit a formal complaint directly to us.

Complaints must be submitted in writing and addressed to the attention of our **Data Protection Officer**. Contact details for the Data Protection Officer are provided below:

FlexBets Fantasy Sports Arena Inc.  
9235 N. Union, STE 150 PMB #301  
Colorado Springs, CO, 80924

Upon receiving your complaint, we will promptly acknowledge its receipt and make reasonable efforts to investigate and respond within a timely manner—typically within thirty (30) days. If your complaint involves complex issues requiring further investigation, we will inform you of the anticipated timeline and provide progress updates throughout the review process.

To ensure the integrity and security of the complaint process, we reserve the right to verify your identity and request additional information where appropriate or required. If mandated by law, our final determination will be provided to you in writing via email.

Please be aware that under applicable privacy legislation, your right to access certain information may not be absolute. We may lawfully decline access requests under specific circumstances—for example, where information is protected by solicitor-client privilege or would reveal confidential commercial data that cannot reasonably be redacted.

If you are dissatisfied with the resolution of your complaint, you may request an internal review. This review will be conducted by a FlexBets officer who was not involved in the initial handling of your matter. Should you remain dissatisfied following the internal review, you may have the option to escalate your complaint to mediation or an external regulatory authority, as permitted under applicable law.

## 17. CHANGES AND UPDATES TO THIS PRIVACY POLICY

FlexBets reserves the right to amend or update this Privacy Policy at any time, in our sole discretion. Except where material changes require your express opt-in consent (as detailed below), any non-material revisions will become effective upon publication of the updated Privacy Policy on our Website or within our Application(s). You are solely responsible for reviewing this Privacy Policy periodically to stay informed of any updates.

Should we implement material changes—defined by us in our sole discretion as changes that significantly alter the scope or nature of how we collect, use, or share your personal information—we will notify you and seek your affirmative opt-in consent before such changes take effect. If you choose not to provide opt-in consent for material changes, your access to the Services and your Account may be restricted or deactivated.

By continuing to use the Website, Application(s), or Services following the posting of any non-material changes, you acknowledge and agree to the revised terms, and your continued use will constitute implied consent to the updated Privacy Policy. Once you have provided either implied or express consent, the revised Privacy Policy will apply to all

personal information we maintain about you, including data collected prior to the change taking effect.

It is your responsibility to ensure that the contact information associated with your Account, including your email address, remains accurate and up to date. If the email address you last provided is no longer valid or cannot receive notifications, our dispatch of an email to that address will nevertheless constitute effective notice of any updates to this Privacy Policy.

If you do not agree with any updates or changes to our use of your personal information, you must notify us and request that your Account be deactivated.

## 18. HOW TO CONTACT US

If you have any questions, comments, or concerns regarding this Privacy Policy, our handling of your personal information, your privacy rights, or any other matters related to data protection or information security, you are encouraged to contact our **Data Protection Officer**.

You may do so in writing at the physical address provided above or by email at [admin@FlexBets.io](mailto:admin@FlexBets.io).

To ensure the security and accuracy of any request or inquiry, we may ask you to provide certain personal or identifying information. This is to help us verify your identity before issuing a response, taking any requested action, or granting access to your personal data.