Privacy Policy:

This Privacy Policy has been last updated as of October 15, 2026

Current Privacy Policy Version: 1.5.261015

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. Our Cookie Policy, available at https://flexbets.io/cookie-policy-us/, forms part of this Privacy Policy and lists the individual cookies and similar technologies used on the Website.

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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. Except where applicable law requires your separate affirmative consent — including consent to the non-essential cookies and similar technologies described in Section 3(b) and to the categories of sensitive personal information identified in Section 3(e) — your use of our platform indicates that you have read and understood how we collect, use, and disclose your personal information as described in this Privacy Policy. 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. Using the Website, Applications, or Services does not by itself constitute consent to any processing for which applicable law requires your separate consent, including the biometric verification described in Section 7 and the collection of precise geolocation.

Your consent to our use of non-essential cookies and similar technologies is governed by Section 3(b) and Section 10 and by the choices you make in our consent tool. Using the Website, Applications, or Services does not by itself constitute consent to non-essential cookies and similar technologies, and we do not treat continued browsing, scrolling, or the closing of a notice as consent.

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. We collect, use, and disclose your personal information in accordance with applicable law and, where that law requires your consent, in accordance with the consent you provide.

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. This section, together with Section 6,

also serves as the notice we provide at or before the point of collection for purposes of applicable state privacy laws.

3(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). Some of the categories described in this subsection are treated as sensitive personal information under state privacy laws; see Section 3(e).

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.

3(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 and our service providers use cookies — small data files stored on your browser or device — together with related technologies such as pixel tags, web beacons, software development kits ("SDKs"), local storage, and device identifiers (collectively, "Cookies and Similar Technologies") to operate the Website and Applications, to remember your preferences, to measure performance, and to support marketing and advertising. Cookies may be session cookies, which expire when you close your browser, or persistent cookies, which remain until they expire or you delete them. They may be set by us ("first-party") or by a third party that we permit to collect information through our Services ("third-party").

We use a consent management platform to present your choices, to record them, and to block non-essential Cookies and Similar Technologies until you allow them. Our consent tool groups these technologies into four categories:

- **Functional.** Always active. These technologies are necessary to operate the Website and Applications and to deliver the Services you request. They include technologies supporting account login and session security, site delivery and load balancing, fraud detection and prevention, age and identity verification, the geolocation and jurisdictional eligibility checks required by state law and by the terms of our gaming licenses, routing you to the destination of a link you clicked (including a referral link shared with you by another Player), and the recording of your consent choices. Because we cannot provide the Services without them,

they are not subject to consent and cannot be switched off through the consent tool.

- **Preferences.** Allow the Website and Applications to remember choices that change how they behave or look, such as display settings or information you previously entered.
- **Statistics.** Help us understand how visitors use the Website and Applications so that we can diagnose problems and improve them.
- **Marketing.** Used by us and by our advertising and attribution partners to measure campaign performance, attribute application installations and events, limit repeat messaging, and deliver advertising that may be tailored to your interests, including on other websites, applications, and platforms. This category includes the measurement and attribution technologies described under "Mobile Measurement and Attribution Partners" below.

Managing your choices. When you first visit the Website you will see a consent notice describing these categories, with options to accept, to deny, and to set each category individually. You may change or withdraw your choices at any time by selecting "Manage consent" in the footer of the Website. Withdrawing consent does not affect information already collected before you withdrew it, and it does not affect Functional technologies. If your browser transmits an opt-out preference signal, the consent notice may not appear at all; see Section 12.

A current list of the Cookies and Similar Technologies used on the Website — including each one's name, provider, purpose, category, and duration — is maintained in our Cookie Policy at https://flexbets.io/cookie-policy-us/ and is updated when the Website changes.

Records of your choices. So that we can honor your choices and demonstrate that we have done so, we record your consent selections together with limited technical information such as a consent identifier, the region derived from your anonymized IP address, the date and time of your choice, and the version of the notice presented. We retain these records for 3 months. We will ask you to confirm your choices again if our use of these technologies changes materially.

What the consent tool does and does not control. Your choices are recorded on the browser or device where you make them, so you will need to make them again on each browser and device you use and if you clear your cookies. The consent tool applies to the Website and does not control data collection in our mobile Applications; see "Mobile Applications" in Section 10. Certain measurement and advertising information is also transmitted directly from our systems to our partners rather than from your browser

accounts, for example, conversion and installation events and, where we use it, an obscured (hashed) version of your email address.

Browser and device controls. Separately from our consent tool, most browsers allow you to block or delete cookies and to transmit tracking-preference signals, and mobile operating systems allow you to reset or limit the use of advertising identifiers. Guidance on managing cookies is available at www.aboutcookies.org. Blocking Functional technologies may prevent parts of the Services from working, including features you need in order to enter Competitions.

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.com/privacy.

Advertising Data Collection

We partner with various advertising vendors to deliver content across our Services and affiliated platforms. These vendors may include Facebook, X (formerly Twitter), Microsoft Advertising, 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. Where consent is required, these technologies are placed only after you allow the Marketing category described above.

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. Where we provide an obscured (hashed) version of your email address to an advertising partner so that it can match you to an account on its own platform, we treat that disclosure as subject to the choices described in Section 10.

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 and www.networkadvertising.org. Those industry tools are operated by third parties and are separate from the controls we provide. The controls described in Section 10 apply directly to this Website.

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.

Mobile Measurement and Attribution Partners

We work with mobile measurement and attribution providers—such as Branch Metrics, Inc. ("Branch")—to understand how users discover, install, and engage with our Website and Application(s), to direct users to relevant content within our Application(s), and to measure the performance of our marketing and advertising campaigns.

These providers may collect and process information including your IP address, browser and device characteristics, operating system, advertising identifiers, referring source, the links you select before or after installing our Application(s), and your installation, session, and in-application activity. This information may be matched across browsers, devices, and sessions in order to attribute installations and events to the campaigns, advertising vendors, and referring partners that generated them.

For more information on Branch's privacy practices, please refer to their privacy policy at https://branch.io/policies/.

When you click a Branch link — for example, in an advertisement, an email, a social post, or a referral link shared with you by another Player — Branch records that click on its own systems in order to route you to the correct destination and to attribute your visit or installation to its source. That happens before our Website or Application loads, so our consent tool cannot prevent it. Branch offers its own browser-level and device-level opt-outs at https://branch.app.link/optout.

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. Precise geolocation is treated as sensitive personal information under several state privacy laws. We collect it only after you grant the location permission on your device, and we use it for the purposes described in this subsection and in Section 3(e). Because state law and the terms of our gaming licenses require us to confirm that you are physically located in an eligible jurisdiction, we cannot allow you to enter Competitions if you decline or revoke that permission.

3(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 support@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.

3(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. Where we combine supplemental information with personal information we already hold in order to deliver advertising that is tailored to your interests, the choices described in Section 10 apply.

3(e) Sensitive Personal Information

Some of the information described above is treated as "sensitive personal information," "sensitive data," or a "biometric identifier" under state privacy laws. For us, that includes precise geolocation; government-issued identification numbers, including your driver’s license number, state identification number, passport number, and Social Security number; account log-in credentials and financial account information in combination with any required security or access code; and the facial-geometry data used for identity verification described in Section 7.

We collect and use these categories only for the purposes described in this Privacy Policy: establishing and securing your Account, verifying your identity and age, confirming your eligibility to enter a Competition in your jurisdiction, processing deposits and withdrawals, detecting and preventing fraud, and meeting our legal, regulatory, and anti-money-laundering obligations. We do not use sensitive personal information to infer characteristics about you, and we do not sell it or share it for cross-context behavioral advertising or targeted advertising.

Where a state privacy law requires your affirmative opt-in consent before we process a category of sensitive data, we obtain that consent before processing — for example, through the location permission prompt on your device, or the separate consent we request before biometric verification. Where a state privacy law instead gives you the right to limit our use of sensitive personal information, you may exercise that right as described in Section 11.

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. Where we maintain de-identified data, we take reasonable measures to ensure that it cannot be associated with you, we publicly commit to maintain and use it only in de-identified form and not to attempt to re-identify it except as necessary to test the effectiveness of our de-identification, and we contractually obligate any recipient to the same restrictions.

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.

We process personal information for responsible gaming oversight and outreach in order to meet our legal and licensing obligations and to protect you and other Players. Because this processing is required of us as a licensed operator, it is not conditioned on your consent.

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. Our contracts with these providers require them to limit their use of personal information to performing services for us, to maintain its confidentiality and security, and to comply with the

obligations that apply to service providers, processors, and contractors under state privacy laws. The categories of service providers we use include identity verification and fraud prevention providers, payment processors, geolocation providers, cloud hosting and infrastructure providers, analytics and application-performance providers, marketing measurement and attribution providers, communications delivery providers, and customer support providers. A current list of the specific providers in each category is available on request at support@FlexBets.io. Some of our service providers use artificial intelligence tools in performing services for us, such as analysis, reporting, and fraud investigation. When they do, they act as our service providers and remain subject to the contractual restrictions described above.

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 is retained as described in Section 8.

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**"), including FGA Processing LLC, our subsidiary that holds User funds as described in the Terms of Use. We require that our Affiliates maintain any personal information they receive in a secure manner and 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 violation of United States federal, state, or local law 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 and www.networkadvertising.org.

7. BIOMETRIC VERIFICATION

Identity verification includes the two biometric processes described below. We request your consent before any biometric identifier is collected, and we use biometric identifiers and biometric information only to verify your identity and to detect and prevent identity fraud. Facial-geometry data of this kind is a biometric identifier under the laws of several states, including Illinois and Texas. We do not sell, lease, trade, or otherwise profit from biometric identifiers or biometric information.

Liveness check performed by FlexBets. As part of identity verification, we perform an automated liveness check to confirm that a real person is present and that a photograph, recording, or mask is not being presented. This check is performed using Amazon Web Services' Rekognition Face Liveness service, acting as our service provider, and it captures short video frames of your face. We retain a reference image and related audit frames from the check in our own storage for ninety (90) days and then delete them permanently. We do not maintain a searchable index or collection of facial images or facial templates, and we do not use this material to identify you in any other context, for advertising, or to train any model.

Document and selfie comparison performed by GambleID. GambleID, our identity verification provider, 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 provide, and it returns a result indicating whether the biometric features correspond. GambleID collects these images directly through an interface it hosts, and FlexBets does not retain images of your identity documents. GambleID processes this information as our service provider, subject to the contractual restrictions described in Section 6. GambleID retains biometric data for up to three (3) years following your most recent interaction with GambleID, and retains identity document images in accordance with its retention policy and the record-retention requirements of the jurisdictions in which we operate.

Retention, consent, and our written policy. Biometric data is retained only for the periods described in this Section, is not subject to the general retention periods described in Section 8, and is not retained in backups or archives beyond these periods. Participation in biometric verification is voluntary, but 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 privacy@FlexBets.io. The retention and destruction schedule described in this Section is our written policy for biometric identifiers and biometric information, and it is published here so that it is publicly available.

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. We do not receive or store payment card numbers for deposits. Card details you use to make a

deposit are collected directly by GambleID, our payment provider, through an interface it hosts, and we receive only tokenized references and truncated card details.

We retain personal information for as long as necessary to fulfill the purposes for which it was collected and to comply with applicable legal, regulatory, and contractual obligations. At the end of the applicable retention period, we securely destroy the information through our scheduled deletion process. We apply the following retention periods:

- **Account, transaction, and identity verification records.** Five (5) years, or the period required by the jurisdictions in which we operate, whichever is longer. These records include the method and outcome of each identity verification.
- **Geolocation records.** Five (5) years, or the period required by the jurisdictions in which we operate, whichever is longer.
- **Biometric data.** As described in Section 7.
- **Identity document images.** FlexBets does not retain images of your identity documents. They are retained by GambleID as described in Section 7.
- **Records of your cookie consent choices.** Three (3) months, as described in Section 3(b).
- **Marketing, customer support, and other personal information.** For as long as reasonably necessary for the purpose for which it was collected, consistent with standard industry practice, or the period required by the jurisdictions in which we operate, whichever is longer.

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 for 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 of Use, consisting of at least twelve (12) characters. Length matters more than complexity, so a longer passphrase is stronger than a short password built from character substitutions.

- 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 promptly if you have any reason to believe it has been exposed. Current federal guidance advises against routine password changes on a fixed schedule, because they tend to produce weaker and more predictable passwords.
- Use a unique password for your FlexBets Account that is not reused across other websites or applications.
- Enable multi-factor authentication on your Account where we offer it.

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—we will notify the affected individuals and the applicable governmental and regulatory authorities in the manner and within the timeframes required by the breach notification laws of the states in which those individuals reside and by any other law or license condition that applies to us.

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 support@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. The rights available to you, and the way we handle and verify each type of request, are described in Section 11.

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 support@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. Biometric data is not retained in backups or archives beyond the periods described in Section 7.

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 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.

Depending on where you live, some of that activity may be treated as a "sale" of personal information, as "sharing" of personal information for cross-context behavioral advertising, or as processing for "targeted advertising" under state privacy laws. We do not exchange personal information for monetary consideration.

You may exercise the following choices at any time. **We do not require you to hold an Account, to verify your identity, or to provide documentation in order to do so.**

- **Manage consent.** Select "Manage consent" in the footer of the Website to accept or deny the Preferences, Statistics, and Marketing categories, or to change a choice you made previously.
- **Opt-out preferences.** Select "Your Privacy Choices" in the footer of the Website to opt out of the sale or sharing of your personal information and of the processing of your personal information for targeted advertising.
- **Opt-out preference signals.** We honor the Global Privacy Control signal and the Do Not Track header transmitted by your browser, as described in Section 12.
- **Email.** Write to support@FlexBets.io with the subject line "Opt Out." You do not need to give us any information beyond what we need in order to act on your request, and we will not ask you to verify your identity in order to process an opt-out request.
- **Authorized agent.** Where applicable law allows, you may use an authorized agent to submit a request on your behalf.

Because these choices are recorded on the browser or device where you make them, they apply only to that browser or device. You will need to make your choices again on each browser and device you use, and if you clear your cookies or browsing data. When you browse the Website we do not collect your name, email address, or other contact details, and we cannot link a choice you make on the Website to an Account. We do receive information associated with your browser or device, including your IP address, your browser and device characteristics, and, if you arrived through an advertising, referral, or partner link, the identifier of the link you clicked. Under the privacy laws of several states

that information is personal information even though it does not identify you by name, and the choices described in this Section apply to it. If you want a choice applied to the personal information associated with your Account rather than to a single browser, contact us as described in Section 11.

Denying the Marketing category, or opting out, does not stop all data collection. We will continue to use Functional technologies and to process personal information as needed to operate the Services, verify identity and eligibility, detect and prevent fraud, meet our legal and regulatory obligations, and provide the Services you request. You may still see advertising from us, but it will not be tailored to you based on the categories you denied.

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.

The consent tool described in Section 3(b) applies to the Website. It does not control data collection in our mobile Applications. In the Applications, you may manage tracking and advertising choices as follows:

- On iOS, you may decline or later revoke the App Tracking Transparency permission for the Application in your device settings. Doing so prevents us and our partners from using your device’s advertising identifier to track you across applications and websites.
- On Android, you may delete or reset your advertising ID and opt out of ad personalization in your device settings.
- You may decline or revoke Application permissions such as precise location, contacts, and notifications in your device settings. Declining the location permission will prevent you from entering Competitions, because we are required to confirm that you are physically located in an eligible jurisdiction.
- You may contact us at support@FlexBets.io to submit any of the requests described in Section 11 in relation to your Account. This is the most reliable way to have a choice applied to the personal information associated with you rather than to a single browser or device.

11. YOUR STATE PRIVACY RIGHTS

A number of states have enacted comprehensive privacy laws giving their residents rights over personal information about them. These include California and Colorado, as well as other states in which we offer our Services. The rights below are available to you to the extent the law of your state of residence provides them, and we will not discriminate against you for exercising them by denying you Services, charging you a different price, or providing you a different level or quality of Service.

Subject to the verification requirements and exceptions described below, you may:

- **Know and access.** Ask us to confirm whether we process personal information about you and to provide a copy of it, together with the categories we collect, the sources, the purposes, and the categories of third parties to whom we disclose it. Sections 3 and 6 describe those categories.
- **Correct.** Ask us to correct inaccurate personal information about you.
- **Delete.** Ask us to delete personal information we hold about you.
- **Obtain a portable copy.** Receive a copy in a portable and, where technically feasible, readily usable format.
- **Opt out of sale, sharing, and targeted advertising.** See Section 10.
- **Opt out of profiling.** Object to profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.
- **Limit the use of sensitive personal information.** Where your state provides this right, direct us to limit our use of sensitive personal information to the purposes described in Section 3(e).
- **Withdraw consent.** Withdraw any consent you have given, including consent to biometric verification and consent to non-essential cookies and similar technologies.

How to submit a request. Email privacy@FlexBets.io, complete the form at https://www.FlexBets.io/help/contact-us, or write to us at the address in Section 18. Please tell us which right you wish to exercise and the state in which you reside.

Where the personal information covered by your request is held by a service provider on our behalf — for example, our measurement and attribution provider — we will pass your request to that provider so that it can be carried out there as well.

Verification. For requests to know, access, correct, delete, or port personal information, we must confirm that you are the person to whom the information relates, and we will ask

you for information sufficient to do that — typically confirmation of details already associated with your Account. We will not ask you for more information than we need for that purpose. **We do not verify, and will not ask you to verify, a request to opt out of sale, sharing, or targeted advertising, or a request to limit the use of sensitive personal information.**

Authorized agents. You may designate an authorized agent to submit a request on your behalf. We may ask the agent for proof of your written authorization and, for requests that require verification, may ask you to confirm the authorization directly.

Timing. We will acknowledge your request promptly and respond within forty-five (45) days. Where a request is complex, or where we receive a high volume of requests, we may extend that period by an additional forty-five (45) days and will tell you before we do.

Appeals. If we decline your request in whole or in part, we will explain why. You may appeal that decision by replying to our response or by writing to privacy@FlexBets.io with the subject line "Privacy Appeal." A FlexBets officer who was not involved in the original decision will review the appeal, and we will provide a written decision within forty-five (45) days. If we deny the appeal, we will give you the contact information for the attorney general or other regulator in your state so that you may submit a complaint.

Exceptions. We may decline a request, in whole or in part, where the law permits or requires us to do so — for example, where we must retain information to comply with a gaming regulatory or anti-money-laundering obligation, to complete a transaction you requested, to detect or prevent fraud, to comply with a legal obligation or legal process, or to exercise or defend legal claims, or where granting the request would reveal a trade secret or infringe the rights of another person. Where we decline a deletion request on one of these grounds, we will delete or de-identify the personal information that is not subject to the exception.

California. In addition to the rights above, California residents may request once per calendar year a list of the categories of personal information we disclosed to third parties for those third parties' own direct marketing purposes during the preceding calendar year, together with the identities of those third parties, under California Civil Code section 1798.83. Send that request to privacy@FlexBets.io with the subject line "Shine the Light."

Nevada. Nevada residents may submit a verified request directing us not to make any sale of certain covered information. Send that request to privacy@FlexBets.io.

12. HOW WE RESPOND TO DO NOT TRACK AND OPT-OUT PREFERENCE SIGNALS

Your browser may transmit a signal indicating that you do not want to be tracked. Two such signals exist. **Do Not Track ("DNT")** is an older HTTP header with no legal standing and no agreed meaning, and it has been deprecated by most browsers. **Global Privacy Control ("GPC")** is its successor and is recognized under the privacy laws of a number of states, including California and Colorado, as a valid universal opt-out mechanism.

We honor both signals. When we detect either a GPC signal or a DNT header, we treat it as a valid request to opt out of the sale or sharing of the personal information associated with that browser and of the processing of that information for targeted advertising. We apply the opt-out automatically, without requiring you to take any further step, and we do not display the consent notice, because your preference is already established. In that state, only Functional cookies and similar technologies are used.

Because these signals are transmitted by the browser, they apply to the browser and device on which the signal is enabled. You will need to enable the signal on each browser and device you use, and it does not apply to our mobile Applications; see "Mobile Applications" in Section 10. Information about GPC, including which browsers and extensions support it, is available at globalprivacycontrol.org.

We do not currently recognize any other universal opt-out mechanism. If an additional mechanism is recognized by the Colorado Attorney General or by another regulator with jurisdiction over us, we will honor it as required by law and update this Privacy Policy.

13. PROHIBITED USERS

As outlined in our Terms of Use, including the eligibility requirements in Section 5 of the Terms of Use, 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 under eighteen (18) years of age, or under the higher minimum age that applies in the jurisdiction in which they are located as described in Section 5 of our Terms of Use (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 support@FlexBets.io. Upon verification, we will promptly delete the Minor's personal information from our systems.

We do not knowingly sell or share the personal information of any individual under the age of eighteen (18), and we do not knowingly use the personal information of a minor for targeted advertising. Where we learn that a user is a Minor, we close the Account and delete the associated personal information, except where we are required to retain records under gaming regulatory or anti-money-laundering rules.

15. GEOGRAPHIC SCOPE AND INFORMATION HOSTING

The Website, our Application(s) and Services are intended for and directed solely to users located in the United States. The Website, our Applications and Services are not intended to subject FlexBets to the laws or jurisdiction of any state, country, or territory other than the States of the United States in which we are licensed or registered to offer our Services. If you are located outside of the United States 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.

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. This Section applies to complaints about how we handle personal information. Complaints about your Account, Competitions, deposits, or withdrawals are handled as described in the Terms of Use.

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

FlexBets Fantasy Sports Arena Inc., 9235 N. Union, STE 150 PMB #301, Colorado Springs, CO 80924, Attention: Privacy Officer, support@FlexBets.io

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, and in any event within the period required by applicable law. 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 the attorney-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. If your complaint concerns a request you submitted under Section 11, the appeal process described in that Section applies.

17. CHANGES AND UPDATES TO THIS PRIVACY POLICY

FlexBets may amend or update this Privacy Policy from time to time. We will post the updated Privacy Policy on our Website and within our Application(s) and will update the date and version number shown at the top of this Privacy Policy.

A material change is a change that materially expands the categories of personal information we collect, the purposes for which we use it, or the categories of third parties with whom we share it. Before a material change takes effect, we will notify you and seek your affirmative opt-in consent. If you choose not to provide opt-in consent for a material change, your access to the Services and your Account may be restricted or deactivated.

All other changes to this Privacy Policy, including changes that correct or clarify how we already handle personal information without expanding our collection, use, or sharing of it, are made and take effect in accordance with Section 4 of our Terms of Use, which requires you to accept the updated version before you continue to use the Services. Once a revised Privacy Policy takes effect, it applies to all personal information we maintain about you, except where applicable law requires us to obtain your consent before using previously collected personal information for a materially different purpose. Our consent mechanisms for non-essential cookies and similar technologies and for sensitive personal information are described in Sections 3(b) and 3(e), and continued use of the Services is never treated as consent for them.

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.

Where applicable law requires your affirmative consent for a new use of cookies and similar technologies, we will obtain that consent through our consent tool before the new use begins.

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 **Privacy Officer**.

You may do so in writing at the physical address provided above or by email at support@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. Our Privacy Officer may be reached at support@FlexBets.io or at the mailing address above.