
PRIVACY POLICY of PlayonTOY

1 IDENTIFICATION OF CONTROLLER, CIRCLE OF DATA SUBJECTS AND INITIAL INFORMATION

- 1.1 **TOY LABS TECHNOLOGIES L.L.C.**, GF-01, Al Sayegh Building, Port Saeed Dubai, United Arab Emirates, Licence no.: 2430736 (the “Controller”) is the Controller of personal data pursuant to Federal Decree Law No. 45/2021 on the Protection of Personal Data (the “Data Protection Act”) in the information systems in which the personal data of the Data Subjects are processed. The words “we”, “our” and any modifications to these words may be used to identify the Controller in the text of the Document.
- 1.2 The Data Subjects shall be in particular the natural persons who conclude the Agreement with the Controller in accordance with the Controller’s General Terms and Conditions through log in of a user account executed on the Website or otherwise in accordance with the General Terms and Conditions. The words “you”, “your” and any modifications to these words may be used to identify the Data Subject in the text of the Document.
- 1.3 We have created this Privacy Policy (the “Document”) for the Data Subjects in order to enhance sufficient transparency and clarification of the basic rules we follow when protecting privacy and your personal data, as well as to comply with the information obligation pursuant to Article 13 of the Data Protection Act, while ensuring that you are informed about the content of this Document even before collecting personal data when you provide us with your personal data for the first time or directly when you grant us your consent to the processing of personal data for the specified purposes.
- 1.4 This Document deals with the processing of personal data and adherence to the basic principles of lawful processing of personal data based in particular on performing the necessary processing of personal data lawfully, fairly vis-à-vis all interested parties and transparently vis-à-vis the Data Subjects. We continually place great emphasis on the security of personal data processing, while minimising data and processing operations to the minimum necessary to properly conclude our mutual Agreement and fulfil the obligations under it.
- 1.5 You make a declaration of having familiarised with this Document published on the Website, valid at the time of conclusion of the Agreement, in the form of a confirmation of your will to be bound by its provisions as well as the provisions of the General Terms and Conditions, by registering on our Website, or another form of action in accordance with the General Terms and Conditions (for example, by subscribing to the Newsletter), by which you express your will to conclude an Agreement with us.

2 LIST OF PERSONAL DATA SUBJECT TO PROCESSING, PURPOSE OF PROCESSING AND LEGAL BASIS

CONCLUSION OF THE AGREEMENT

- 2.1 We process your personal data for the purposes of proper performance of the Agreement, being the log in of a user account and the subsequent use of individual functionalities of the website, products and services offered by us. We process your personal data for these purposes on the legal basis of performance of the Agreement pursuant to Article 4 point. 9 of the Data Protection Act to the following extent:

*e-mail address, **nickname, password and a photography uploaded to your user account.***

The provision of personal data pursuant to this clause 2.1 shall constitute compliance with the requirement to conclude an agreement and, after a successful log in, also the fulfilment of a contractual requirement; you are not obliged to provide us with these personal data. However, the possible consequences of not providing the personal data shall constitute the impossibility to log in and the

impossibility to conclude the Agreement. The retention period of personal data under this clause 2.1 shall constitute the period from the conclusion of the Agreement, during the performance of mutual obligations, until the expiration of the period for exercising any rights and legal claims arising from the Agreement.

POST-CONTRACTUAL OBLIGATIONS

- 2.2 We process your personal data even after the completion of the fulfilment of obligations arising from the Agreement. In fact, both parties to the Agreement have the right to exercise claims for liability for defects and damages as well as to make complaints and they also have a statutory or contractual right to withdraw from the Agreement. For the purposes of making a complaint, withdrawing from the Agreement, exercising claims for the liability for defects and damages (the “Post-contractual Obligations”), we process your personal data on the legal basis of defending or initiating any legal actions pursuant to Article 4 point. 3 of the Data Protection Act to the extent specified in clause 2.1 as well as data subject to the complaint and data provided when making the complaints.

The provision of personal data pursuant to clause 2.2 shall constitute fulfilment of the statutory requirement, which creates an obligation for you to provide us with the data. The possible consequences of failing to provide these data shall constitute the impossibility to fulfil our obligations under the Post-contractual Obligations arising from both the contractual provisions and laws. The retention period of personal data shall be the period from the date of exercising the claim for performance arising from the Post-contractual Obligation until the end of the provision of our performance and possible subsequent settlement of mutual performances (for example, until the legal proceedings are finally completed).

MARKETING AND COMMUNICATION

- 2.3 We are available to our customers almost without interruption, and we provide support in consulting, providing information about our services, as well as warranty claims made in the form of electronic communication, in particular, but not exclusively, through the e-mail contact [...](#). We process your personal data for the purposes of electronic support on the legal basis of performance of the Agreement pursuant to Article 4 point. 9 of the Data Protection Act to the following extent:

name, e-mail address and other data you include in the communication at your own discretion.

In the case of providing information and support to new customers, the provision of personal data pursuant to clause 2.3 shall constitute the fulfilment of the requirement necessary for the conclusion of the Agreement; in the case of providing support related to performance of an already existing Agreement, it shall constitute the fulfilment of a contractual requirement. You are not obliged to provide us with personal data, but the possible consequences of failing to provide these personal data shall constitute the impossibility to provide support in the form of telecommunications and electronic means. If the personal data are related to an already existing contractual relationship, the retention period of the personal data shall be for its entire duration, including the period designated for the making of claims under the Post-contractual Obligations pursuant to clause 2.2 of this Document.

- 2.4 Our interests also include staying in touch with you and being able to inform you about news and special offers and other offers of the products and services we provide. To this end, we offer you the possibility to express your consent to the processing of your personal data for marketing purposes and subscribing to the Newsletter. We process your personal data for marketing purposes on the legal basis of consent pursuant to Article 6 of the Data Protection Act to the following extent:

name, surname and e-mail address.

The provision of these personal data shall not constitute the fulfilment of the contractual requirement, therefore you are not obliged to provide us with these personal data. You can withdraw this consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. The retention period of personal data shall be the entire period of validity of the consent, usually no longer than 3 years if the consent is not renewed.

COOKIES AND USE OF THE WEBSITE

- 2.5 In order to provide you with high-quality and trouble-free operation of our Website, as well as to facilitate the process of creating an Order and purchasing the Services, we use cookies on our Website, which fact you are notified of when visiting the Website and at the same time invited to consent to their use. Cookies used on our Website can be specified as cookies that allow you to use the primary functionality of the Website (for example, to select one of the options offered) and cookies that extend the functionality of the Website while storing information about your steps and preferences for certain period of time (such as login name, language or the services chosen by you), so you do not have to re-enter them the next time you visit the Website or browse individual subpages.
- 2.6 Cookies the use of which is necessary for the proper functioning of the Website are used without your consent; in the case of cookies that improve the functionality of the Website and store some of your data and information, you have the opportunity to grant or not grant consent to their use immediately upon visiting the Website.
- 2.7 The use of cookies can cause individual files to be included in a chain of other data related to your person, as a result of which they will become personal data. For the purpose of improving the functionality of the Website, facilitating the process of creating an Order and purchasing the Services, as well as adapting the Website to your preferences, we process the personal data on the legal basis of consent pursuant to Article 6 of the Data Protection Act and on the legal basis of protection of your interests according to Article 4 point 7 of the Data Protection Act in the form of cookies.
- The interest protected in the processing of personal data under this clause is the interest in the proper functioning of the Website, as well as the proper performance of activities and provision of functionalities operated through the Website. In the case of processing personal data on the legal basis of consent, you have the possibility to withdraw your consent at any time, which, however, will not affect the lawfulness of the processing based on the consent before its withdrawal. The retention period of personal data represents the time necessary to achieve the purpose which is the subject-matter of our legitimate interest. In the case of personal data processed on the legal basis of consent, the retention period of your personal data in the form of cookies is 30 days.
- 2.8 All cookies that our Website may store on your end device can be checked and deleted. By appropriately setting the preferences of the internet browser, it is possible to effectively and completely prohibit the use of the cookies. Generally, it can be stated that it is necessary to switch on the function that is usually called "Protection against spying" in the internet browser.

3 INSTRUCTIONS ABOUT THE RIGHTS OF THE DATA SUBJECT

- 3.1 We are committed to preserve the integrity and confidentiality of your personal data; therefore, we strive for the strong protection of personal data not only through individual modern technical and organisational precautions, but also through the possibility to exercise the rights of the Data Subject at any time through a written signed application implying the identity and the right that the Controller is requested to exercise by the Data Subject. You may sent the applications to exercise the right to the Controller to our e-mail address: [\[...\]](#).
- 3.2 Please note that in cases where the legal basis for the processing of personal data is your consent, you may withdraw your consent at any time. You may withdraw your consent to the processing of personal data at any time by contacting the Controller by sending a written request to the e-mail address [\[...\]](#); withdrawal of your consent shall not affect the lawfulness of processing of your personal data before its withdrawal.
- 3.3 At the same time, you have the right of access to personal data and information (Article 13 of the Data Protection Act), right to request personal data portability (Article 14 of the Data Protection Act), right to rectification or erasure (Article 15 of the Data Protection Act), right to restriction of processing (Article 16 of the Data Protection Act), right to stop processing (Article 17 of the Data Protection Act), right to object to processing and automated processing (Article 18 of the Data Protection Act).
- 3.4 Please note that we may request that you credibly demonstrate your identity when dealing with your application to exercise the right of the data subject, especially if you apply to exercise your right in a

manner other than a signed written letter, e-mail with credible qualified electronic signature or in person at the registered office of our company (e.g. in the case of common e-mail requests or telephone calls).

- 3.5 Each delivered application to exercise the right of the data subject will be assessed individually and competently; we will always inform you about the result within 30 days of the receipt of the application.

4 CONTROLLER'S POLICY AND GUARANTEES

- 4.1 We do not publish or transfer personal data without your consent to any third country that would not provide for the appropriate level of protection of personal data. We guarantee that your personal data be processed solely in the territory of United Arab Emirates; more specifically, at the time when this version of the Document is in effect, all personal data of the Data Subjects are processed and physically stored solely in the territory of the United Arab Emirates.
- 4.2 Personal data may be published only with your individual consent or your knowledgeable conduct (e.g., publishing content in the form of a review of our Services on our Website). In this context, we inform you that by posting posts, photos or performing any activity resulting in you being identified on our Website, your personal data is processed and your conduct grants us the so-called tacit consent to the processing of your personal data for our marketing activities.
- 4.3 We regularly review and revise not only the security measures taken to ensure a high security of personal data processing, but also other procedures and rules designed to protect privacy and personal data, and we can work together with an expert appointed as Data Protection Officer (DPO).
- 4.4 During the data transfer through a publicly accessible computer network between your end device and our server, we use appropriate means of encrypted protection of information. Similarly, we store all data and personal data on the specified data storages that are protected by appropriate means of encrypted protection of information.
- 4.5 We guarantee that we will not make any consents to the processing of personal data conditional on the conclusion or performance of an agreement.
- 4.6 We process and use your personal data solely for the purpose defined in this Document. If the purpose of processing your personal data ceases to exist (in whole or in part), we examine whether there is another purpose for processing specific personal data at that time and if not, the processing and storage of personal data will be terminated, and this in relation to personal data in full, or in relation to individual personal data for which the purpose of processing has ceased to exist.
- 4.7 All entities other than us that legally participate in the process of processing of personal data are transparently identified in this Document together with their status under the Data Protection Act. We will not perform any processing operation on your personal data in respect of a third party and/or a recipient if the third party and/or the recipient is not transparently identified in this Document and at the same time we lack the legal basis to do so pursuant to Article 4 or Article 6 of the Data Protection Act.

The recipients of personal data are the following persons:

- other registered users or users with whom you use the option to communicate through our Website;
 - companies and business partners whose services we use to properly fulfil our contractual obligations.
- 4.8 All recipients of personal data access these personal data exclusively based on an authorisation granted by us; they are legally bound by specific obligations and legal guarantees enhancing the personal data protection of the Data Subjects.
- 4.9 We guarantee that we will not disclose any information and personal data about the content of internal communication conducted through our Website or through other means to any unauthorised natural or legal persons, except for the authorised government authorities of the United Arab Emirates in the exercise of their powers in accordance with the relevant special laws in effect in United Arab Emirates laws.
- 4.10 We do not disclose your personal data to any parties for commercial purposes without you granting your individual and free consent in advance. We also consider it necessary to inform you that part of the

processing of personal data related to the use of the features integrated into the Website may be performed separately and completely independent of us by third parties acting as independent controllers different from our personal data information systems; in those cases, these are mainly operators of “payment gateways” for making cashless payments via the Internet. You disclose your personal data to these third parties directly without us entering or influencing this process in any way. This part of the processing of personal data is governed by internal policies and precautions adopted by these third parties and we have no influence on that processing of personal data, including the possibility to exercise the rights of the Data Subject about which we inform you in this Document.

- 4.11 We carefully screened our business partners (the so-called processors) who we allowed to process your personal data in light of their practical ability to ensure the safety and lawfulness of the processing of your personal data.
- 4.12 However, as part of the provision of your personal data to third parties, we follow the rule of providing personal data only to the extent necessary to achieve the necessary purpose.
- 4.13 When processing personal data and communicating with the Data Subjects, we use, in addition to regular telephone and email communication, the communication options provided through our Website.
- 4.14 We process the personal data of minors only if they have been provided to us by their legal representative for the purposes of performing the Agreement, for the purpose of fulfilling our legal obligations, protecting rights and legally protected interests or for the purpose of processing them for purposes to which consent is required provided that the legal representative has granted this consent to the processing of the personal data of the children.
- 4.15 If within our communication and in addressing specific requests, in addition to the information we request, you include on your own initiative information that we do not need and at the same time that could be sensitive or could result in a sensitive nature revealing data from a specific category of personal data that we do not require or are not necessary to provide proper contractual performance, we will (if possible) ensure their immediate erasure or modification to a more neutral meaning, which does not allow the creation of a special category of personal data from such additionally obtained additional information. At the same time, we would like to ask you not to state any unnecessary data and information of a private nature about yourself in our mutual communication when ordering the Services, which are not directly related to our contractual performance and conclusion of a particular Agreement.

5 FINAL PROVISIONS

- 5.1 If you do not agree or do not sufficiently understand the content or meaning of any part of this Document, we will welcome your factual reservations and comments that we will discuss with you with a view to protect and support your rights and prevent the occurrence and increase of any risks for your rights and freedoms that could be caused or influenced by the conclusion of the agreement to purchase the Services and/or other processing of personal data in this Document.
- 5.2 We regularly revise and update this Document; the current version of the Document published on the Website is always valid.
- 5.3 You may address your complaint related to the processing of personal data to the supervision authority, which is the Office for Personal Data Protection of the United Arab Emirates.