

EASYANTICHEAT – PRIVACY STATEMENT

1 RECITALS

EasyAntiCheat Oy (“**EAC**” or “**we**”) is a Finnish technology company, which provides solutions against online game cheating to game developers, publishers and other third parties alike (“**Customers**”). In order to provide the said solutions, we provide a wide range of game security services to our Customers, including client side protection, server side middleware, and expert developer centric support (“**Services**”).

When providing the Services to the Customers, EAC processes personal data of the players or other end-users (“**Player**”) who play or otherwise use the online video game or other service of the Customer (“**Game**”).

This is a privacy statement in accordance with Finnish Personal Data Act and it concerns the processing of the Players’ personal data. From this privacy statement the Players will find a more specific description of how their personal data will be processed when providing the Services to the Customers. By using the Game provided by the Customer or by accepting the terms and conditions of the Game, the Player also accepts the terms of this privacy statement.

2 REGISTRAR AND THE NAME OF THE REGISTER

- **Registrar:** EasyAntiCheat Oy, Tammasaarenkatu 3, FI-00180 HELSINKI. Business ID 2585063-4
- **Name of the register:** The end-user register of EAC
- **Contact person:** Simon Allaey. Email address: privacy@easyanticheat.net

3 THE PURPOSE OF PROCESSING PERSONAL DATA

The purpose of processing personal data is to provide solutions against online game cheating to Customers of EAC. In practice this means enabling information exchange about the Players who cheat or use other unacceptable methods within the Game between EAC and the Customers. For the sake of clarity, the Customer has a sole discretion to decide what kind of the methods are being interpreted as unacceptable.

We use personal data of the register to the following purposes:

- Producing and developing the Services;
- Identification of the Player’s digital player account;
- Compilation of statistics, analyzing and auditing regarding Player;
- User-specific adaptation of the Service;

- Prevention and solving of the misuse (e.g. cheating and other unacceptable methods) within the Game by the Player; and/or
- Other equivalent purposes of use

4 CONTENT OF THE REGISTER

Upon registration or during the use of the Game, we may collect the following data from the Players:

- Username or player account identifier;
- In-game reports filed by Players;
- In-game movements and other gameplay behavior;
- Technical information about the hardware used to play the game, such as motherboard manufacturer, CPU identifier, GPU identifier;
- Technical information about the methods, technics, technologies or alike used by the Player within the Game that may be suspected to be unacceptable or may indicate the use of unacceptable methods; and/or
- Other equivalent information

In addition, the Service may collect automatically saved data, such as the technical log of the server (e.g. Player's IP-address, Player's session history), during the use of the Game.

5 REGULAR SOURCES OF INFORMATION

The personal data concerning the Players is obtained from the Player's use of the Game. Player accounts identification data will also be obtained from the Customer or Customer's service provider such as Steam or GOG) ("**Service Providers**"). The Player accepts these disclosures by using the Game or Service Providers.

For the sake of clarity, EAC will not decide or control the technical methods for collecting of data within the Game or service related to the Game except the technical methods for preventing the misuse within the Game as described in this privacy statement and other equivalent terms and conditions (e.g. Game's end-user license agreement). Other technical and data collecting methods are solely decided and controlled by the Customer or the Service Providers (and the Player should directly contact the said parties in case of privacy concerns, which are out of the scope of EAC's Services.

6 REGULAR DESTINATIONS OF DISCLOSED DATA

The Player's data will be regularly disclosed to the Customers or Service Providers to the extent required to implement the sanctions for the misuse within the Game or in order to prevent or investigate the misuse within the Game. In addition, the

information will be transferred to the servers that are used in order to provide the Service and to back up the register and the Service.

The personal data of the Player will not be sold, rented, leased, licensed, borrowed or otherwise assigned or disclosed forward to third parties other than the ones expressed in this privacy statement. If the business regarding the Service or the shares of EAC will be redeemed, sold or otherwise assigned, the Player data can be transferred to the party purchasing the shares or the business.

7 INTERNATIONAL TRANSFER OF PERSONAL DATA

Personal data of the Player can be transferred outside of the European Union or the European Economic Area to the parties expressed in this privacy statement provided however that the Player has started to use the Game or service related to the Game, which in turn can be interpreted as an explicit consent for the international transfer of Player's personal data.

For avoidance of doubt, the transfer of information is always executed in legal and professional manner, which means that we are relying on valid EU data protection safeguards, such as the EU Model Clauses within our company, when transferring your personal data.

8 THE PRINCIPLES HOW THE DATA REGISTER IS SECURED

The Service is provided through secured communication and the personal data is stored by using the so called best practices of the industry. The personal data is accessible only by parties obligated to maintain the confidentiality and the secrecy and whose employment tasks require to access to such data.

9 RIGHT OF INSPECTION

The Player has the right to review the data saved to the register concerning himself/herself. In this case the Player needs to contact the registrar. The data saved to the register will be disclosed to the Player in a form, which ensures that no trade secrets or confidential information of EAC or third parties is disclosed to the Player.

10 RIGHT TO DEMAND THE CORRECTION OF DATA

The Player has a right to demand for the correction of inaccuracies concerning himself/herself, if mistakes are arisen in the Service regarding the personal data of the Player. In this case, the Player needs to contact the registrar.

11 OTHER RIGHTS REGARDING THE PROCESSING OF PERSONAL INFORMATION

The Player has a right to demand for the removal and/or destroying of his/her personal data in the Service and in the end-user register of EAC provided that such

information concerns him-self/herself. In this case, the Player needs to contact the registrar. For avoidance of doubt, this request might prevent the Player for using the Game.

12 CONTACT

In case you have questions regarding this privacy statement or general questions regarding the privacy of your personal data, please contact EAC customer support by email at privacy@easyanticheat.net.

END–USER LICENSE AGREEMENT

The EasyAntiCheat EULA is typically embedded in the game's EULA. The following three paragraphs contain the standard template recommended to the game publisher. In case the Publisher decides not to embed these paragraphs in the game's EULA or otherwise the Publisher has not received an explicit consent from the player to use his/her Data for the Purposes set forth below, EasyAntiCheat also cannot give any warranties or guarantees that EasyAntiCheat is able to provide the services as agreed between EasyAntiCheat and the Publisher.

Publisher is using EasyAntiCheat anti-cheat service (“**EasyAntiCheat**”), which is operated by a third-party service provider offering services to Publisher. EasyAntiCheat has a client software (“**Client**”) that is integrated into the Software Product. When you start a new Game session the Client will automatically load and install its latest version to the Unit. When you are using the Software Product on your Unit EasyAntiCheat is monitoring the Unit, analyzing the Game binaries and scanning the memory of the Unit for the purpose of detecting and preventing cheating in the Game (“**Purpose**”). For the Purpose EasyAntiCheat is storing information regarding cheating methods used in the Game (“**Data**”). By installing, copying, or otherwise using this Software Product, you give your consent that EasyAntiCheat may gather, store, share and publish Data for the sole purpose of the Purpose. The Data will be used solely for the Purpose including but not limited to identifying and banning players who are cheating in computer games, analyzing cheating behavior and cheating codes as well as sharing data about cheats with affiliates of EasyAntiCheat. You are entitled to use the Game (i.e. Software Product) only in accordance with these terms and conditions and privacy statement of EasyAntiCheat.

You will find more information about the privacy practices of EasyAntiCheat on the privacy statement of EasyAntiCheat at www.easyanticheat.net/privacy. If you deny EasyAntiCheat to process your personal data in accordance with the said privacy statement or request EasyAntiCheat to remove or delete your personal data, the Publisher, EasyAntiCheat or a third party (appointed by the Publisher or EasyAntiCheat) has a right to block your access to the Game and prevent your use of the Game.

The following sections are written for the players and provide more background information on the EULA and are also available on our website at www.easyanticheat.net/privacy/.

Terms Used

- **Publisher:** The legal entity making the license agreement with the end–user.
- **Software Product:** All video game related software. May include associated media, printed media, and on-line or electronic documentation.
- **Game:** Alternative term for Software Product.
- **Unit:** Computer or any other game play device on which the Game is used.

CLARIFICATION ON EXTRACTS

Loading and Installing

When you start a new Game session the Client will automatically load and install its latest version to the Unit.

During EasyAntiCheat's loading sequence the latest anti-cheat module is being streamed and loaded to the Unit. To find instructions on how to install and uninstall the EasyAntiCheat service, please visit the FAQ <faq.easyanticheat.net>.

Monitoring of Unit

When you are using the Software Product on your Unit EasyAntiCheat is monitoring the Unit, analyzing the Game binaries and scanning the memory of the Unit for the purpose of detecting and preventing cheating in the Game (“**Purpose**”).

EasyAntiCheat only runs when the game is running, and is only concerned with the memory space of the game process. To verify the runtime duration, monitor the EasyAntiCheat service status in the Services panel in Windows Task Manager (CTRL+ALT+DEL). If the EasyAntiCheat service is manually stopped prior to the game exiting, it may be so that parts of EasyAntiCheat remain active in memory until the Unit is restarted.

Storage of Data

For the Purpose EasyAntiCheat is storing information regarding cheating methods used in the Game (“**Data**”).

We only handle data relevant to the identification of cheats, as found in the Unit's runtime memory or as collected by the game server. Other than that, we do not store any data on individual users and have no intent to ever do so. There are three steps in how session specific data is stored and processed.

1. **Analysis:** Data is sent from the Unit and processed in real-time on our back-end. If nothing abnormal is found, the data is discarded instantly.
2. **Red flag analysis:** If unknown or suspicious patterns are found, we store those pieces of memory for manual analysis. If the pattern doesn't prove to repeat itself and/or not to be a cheat, the Data is discarded usually within one month and at most three months. This means that a delayed ban can be placed up to three months after the offense.
3. **Known cheat pattern:** The piece of memory is stored indefinitely as evidence. This allows us to reliably re-evaluate bans upon request.

Third-party data sharing

The Data will be used solely for the Purpose including but not limited to identifying and banning players who are cheating in computer games, analyzing cheating behavior and cheating codes as well as sharing data about cheats with affiliates of EasyAntiCheat.

We see two ways in which we may end up sharing Data with third parties.

1. The game developer can use our online service portal or query our web API with GUIDs to get the ban status. We provide ban reason, ban time, and the IP of the game server on which the initial detection occurred.
2. We may hire services that could be considered as 3rd party, e.g. freelance coders. The purpose is to develop competent anti-cheat software. As we do not store any privacy sensitive data, we cannot and do not share such data with any 3rd party. The 3rd party is required to follow the same privacy policies as EasyAntiCheat.

FOR THE SAKE OF CLARITY

Throughout history several anti-cheat solutions have gained a reputation of being invasive to the end-user privacy, and have thereby given the entire sector a bad name. We see countering cheating as a fight based on merit and coding excellence, not one of witch hunts and assumptions. We guarantee you that we do not get involved with screenshots, keylogging, or scanning your hard disk. We are not interested in anything that is personal to you as an individual.

However, when licensed in the context of competitive Counter-Strike tournaments, we do offer the possibility for uploading in-game screenshots to the organizer's servers. Note that those screenshots will never touch our servers. In order to participate in such tournaments you need to agree with the organizer's EULA, EasyAntiCheat is not responsible for the data in any way. In these cases, the EU-LA is fundamentally different from the one typically used by EasyAntiCheat's integrated games. Screenshot functionality is not included nor available for any game other than Counter-Strike.