

PRIVACY POLICY

This Privacy Policy describes our privacy practices, how we process personal information about you when you use websites, applications, platforms and services (collectively, the "Services" or "Nativly Services") to which this Privacy Policy applies.

The controller of personal data processed under this Privacy Policy is Nativly Kft (We or Nativly), Móra Street 32/10, Szeged, 6725, Hungary.

Nativly, the controller, defines the purposes and manner of processing of personal data processed in connection with you. By registering a User Account, You (the User) agree that Nativly treat your personal information with the following provisions.

1 SUMMARY

We need to use your personal information to provide you our Service. We use the data for the purpose of providing, analyzing, developing and customizing our Service and marketing activities, processing user registration, orders and payments, and communicating in connection with the above and other topics.

2 DATA COLLECTION AND THE PURPOSE OF DATA COLLECTION

Data collection

When you sign up for and / or use our Services, we collect personal information from you. Among other things, we receive and store the following information:

User-Submitted Data: We will ask for more personal information needed to create an account and secure our Services. Some of these fields are marked as mandatory. If you do not provide us with the required information, we may not be able to provide the Services to you. Voluntarily giving us additional personal information can help us provide you with a more complete experience using our Service as well as greater customization.

Examples include: name, email address, home address or zip code, payment method. We collect this information in a variety of ways, including when a user logs in to our system, contacts customer support, or participates in our surveys or marketing promotions to use our service.

Automatically Collected Data: If you use the Services, whether you have previously registered for them or not, we will collect and process personal information about your use of the Services to improve your overall user experience. You may limit the amount of data we collect by adjusting your privacy settings in the Services, changing your device or browser settings, or otherwise while using our Services. We collect information about the user and their use of our service, our interactions with us and our ads, and your computer and other devices used to access our service.

Examples include: geographic location / IP address, device type, device name, device ID, country code, pageview statistics, progress tracking, exercise tracking, sign-in or sign-out events.

Third-party data: When you sign in through a social networking site, we will retrieve the basic information from your social service provider to verify your identity.

Legal basis for the use of your personal data

Nativly will only process your personal information if you have a legal basis to do so.

The legal basis depends on the purposes for which we collect and use your personal information. In almost all cases, the legal basis will be one of the following:

- Fulfillment of a contract with you: If you have contacted us with an order or request for Products or Services and we need to use your contact details and payment information to process your order and deliver the Products or provide the Services to you.
- Consent: For example, if you indicated that you would like to receive marketing materials and offers from Nativly. You may revoke your consent at any time, but the ways in which this may be done may vary from country to country.
- Nativly's legitimate business interests: When it comes to understanding Nativly's customers in sufficient detail to develop and promote new products and services and provide a better experience for our customers. For example, we use this legal basis to conduct analyses where necessary to provide you with a customized experience, and to develop, maintain, and manage our products and Services that meet your expectations as a customer.
- Legal Compliance: If you are subject to a legal obligation by Nativly and must use your personal information to comply with that obligation.

The following table provides an overview of the categories of personal data collected and processed by Nativly.

Type and source of personal information	Purpose	Legal basis	Retention period
User identity information - including but not limited to: email address first name last name language Source: Directly from the user at the time of registration or	- To verify your identity - To send the User relevant information (e.g. welcome emails, confirmations of orders) - To provide customer support	Contract compliance	During the period of validity of the User's account and until the expiry of the limitation period, but up to 3 years after the termination of the subscription.
	In order for Nativly to comply with its legal obligations, including responding to	Legal obligation	If the User has never purchased a

contracting	authorities' requests for access to personal data		subscription, up to 12 months after account creation.
	- In order for Nativly to voluntarily send non-marketing questionnaires to Users - To protect Nativly against fraudulent claims by Users regarding payments.	Legitimate interest	
	- In order to provide you with marketing communications materials, with your permission, such as more relevant content and offers, and the latest news on products and events that we believe may be of interest to you.	Consent	
Information received from third parties: including but not limited basic information that Nativly receives from your social service provider when you sign up / sign in through a social network	- To verify your identity	Contract compliance	During the period of validity of the User's account and until the expiry of the limitation period, but up to 3 years after the termination of the subscription. If the User has never purchased a subscription, up to 12 months after account creation.
Setting and preferences	- To improve the user experience and the overall quality of Services - To track marketing preferences	Contract	During the period of validity of the User's account and until the expiry of the limitation period, but up to 3 years after the termination of the subscription.
Payment information - including but not limited to debit card and credit card information (such	- To provide subscription based services for the Users - To charge service	Contract compliance	During the period of validity of the User's account and until the expiry of the limitation

<p>as credit / debit card number, expiration date, CVV / CVC number, physical address, Paypal account identification information; active subscription periods)</p> <p>Source: Directly from the User at the time of the contract and continuously with respect to payment history when payments are made</p>	<p>fees</p> <ul style="list-style-type: none"> - To provide customer support - In order to send the User relevant information about the subscription, account, credit / debit card notifications about to expire 		<p>period, but up to 3 years after the termination of the subscription.</p>
	<ul style="list-style-type: none"> - In order for Nativly to analyze how we can improve the services offered to Users. - To protect Nativly against fraudulent claims by Users regarding payments. 	Legitimate interest	
	<p>In order for Nativly to comply with its legal obligations, including responding to authorities' requests for access to personal data</p>	Legal obligation	<p>During the term of the User's account and until the end of the statutory limitation period, but for a maximum of 10 years after the termination of the subscription.</p>
<p>Purchase information</p>	<ul style="list-style-type: none"> - To ensure that the email sent to you to confirm your order is accurate. 	Contract compliance	<p>During the period of validity of the User's account and until the expiry of the limitation period, but up to 3 years after the termination of the subscription.</p>
	<ul style="list-style-type: none"> - In order for Nativly to provide, maintain, protect, and repair products and services and develop new ones 	Legitimate interest	
	<ul style="list-style-type: none"> - In order for Nativly for accounting purposes - In order for Nativly to comply with its legal obligations, including responding to authorities' requests for access to personal data 	Legal obligations	<p>During the term of the User's account and until the end of the statutory limitation period, but for a maximum of 10 years after the termination of the subscription.</p>
<p>Digital Information - including but not limited to geographic location / IP address, device type, device name,</p>	<ul style="list-style-type: none"> - To provide subscription based services for the Users - To optimize the performance of the 	Contract compliance	<p>Geographic location / IP address, country code: during the period of validity of the User's account, and until the</p>

<p>device ID, country code, operating system version, password.</p> <p>Source: Based on User's collected information regarding your use of the Service.</p>	<p>Service</p> <ul style="list-style-type: none"> - To provide customer support - In order to send the User relevant information, for example, service updates - To protect our users and Nativly 		<p>expiration of the limitation period, but up to 3 years after termination of the subscription.</p> <p>Device Type, Device Name, Device ID, Operating System Version, Password: During the period of validity of the User Account and for 12 months after termination of the subscription.</p>
	<ul style="list-style-type: none"> - In order for Nativly to secure, maintain, protect, and repair Products and Services, and to develop new ones - To improve your user experience and overall quality of the Services - To protect Nativly against fraudulent claims by Users regarding payments 	Legitimate interest	
<p>Usage information - including, but not limited to, browsing habits, pageview statistics, progress tracking, exercise tracking, results, sign-in or sign-out events, etc., and marketing tracking results.</p> <p>Source: Based on User's collected information regarding your use of the Service.</p>	<ul style="list-style-type: none"> - To provide subscription based services for the Users - To provide customer support 	Contract compliance	<p>During the period of validity of the User Account and for 12 months after termination of the subscription.</p>
	<ul style="list-style-type: none"> - In order for Nativly to secure, maintain, protect, and repair Products and Services, and to develop new ones - In order for Nativly to improve your user experience and overall quality of the Services 	Legitimate interest	<p>The duration of the User Account and the 12 months following the cancellation of the subscription, unless the User has opted out of profiling or direct marketing.</p>
	<ul style="list-style-type: none"> - In order for Nativly to track direct marketing activities directed at the User. 	Contract compliance	
<p>Community conversations / comments / forum posts / support history</p>	<ul style="list-style-type: none"> - To resolve issues you may have 	Contract compliance	<p>The duration of the validity of the User Account and for 12 months following the cancellation of the subscription.</p>

<p>Responses to non-marketing questionnaires - that is, answers provided by Users requested to complete the questionnaires and possibly including personal information</p> <p>Source: Users who participate in the surveys at their sole discretion</p>	<p>- In order for Nativly to improve its services</p>	<p>Legitimate interest</p>	<p>24 months after completion of the survey.</p>
<p>Responses to Marketing Questionnaires - that is, User Responses to Respond to Marketing Questionnaires and possibly Personal Data</p> <p>Source: Users who participate in the surveys at their sole discretion.</p>	<p>- In order for Nativly to receive information or current, future and past Users' usage patterns in order to improve its services.</p>	<p>Consent</p>	<p>The period of validity of the User Account and 12 months after the cancellation of the subscription, unless the User has unsubscribed from profiling or direct marketing.</p>
<p>Other information provided to Customer Support - including, but not limited to, any additional information that may be provided by the Nativly Customer Support to Users to assist Nativly in this matter.</p> <p>Source: Users who contact Nativly support directly</p>	<p>- To provide customer support</p>	<p>Contract compliance</p>	<p>During the period of validity of the User Account and for 12 months after the termination of the subscription.</p>

3 HOW DO WE SHARE YOUR INFORMATION?

Except as expressly provided in this Policy or unless you have consented to it, personal data processed in connection with the use of our Services will not be shared or shared with other individuals or companies for your own use.

For example, for the purposes described here, we may share your personal information with third parties and authorities:

- We may transfer your personal information to third-party service providers and vendors that provide services to Nativly for the purpose of data processing to enable these companies to provide the services requested by Nativly. These companies can be companies inside and outside the Union. Required services include: providing infrastructure and IT services, providing customer support, processing market research, managing email, performing statistical analysis and profiling, and processing credit and debit card transactions, running marketing campaigns or conducting customer surveys.
- We may also share your data with cash settlement companies, credit reporting agencies, and anti-fraud screening service providers that process payments and, where necessary, conduct fraud screening.
- Our professional and legal consultants to provide you with commercial, financial or legal advice.
- In exceptional circumstances, personal data may be shared with third parties, such as the police and regulatory authorities, to protect our rights or property, and to protect the safety of our customers, employees and assets.
- We may also disclose your personal information if it is required to comply with legal obligations in any jurisdiction, including when the obligation in question is the result of a voluntary act or decision (e.g. country, or make a related decision).

4 HOW DO WE PROTECT YOUR INFORMATION?

Your personal information is stored on secure servers and processed solely for the purposes set out in this Privacy Policy. The servers used by Nativly to store this information shall be accessible to authorized personnel only. Nativly will ensure that appropriate security measures are in place.

Unfortunately, none of the data transfers over the Internet or between storage systems can guarantee 100% security. If you have reason to believe that your communication with us is no longer secure (for example, if you believe the security of one of your accounts has been violated), please contact us immediately using the contact details below.

We employ suppliers and service providers that operate around the world. As a result, your personal data may be processed in countries outside of your country of residence, including when you are resident in the European Economic Area, and in those countries where you may have less personal data compared to local law has the right guaranteed by law. If we transfer personal data to a country that provides a lower level of legal protection for your personal data, we will ensure that your data protection rights are adequately protected by appropriate safeguards, such as by applying the EU Terms and Conditions, if your personal data is transferred from outside the European Economic Area. If you would like more information about these precautions, please contact us.

5 HOW LONG DO WE KEEP YOUR INFORMATION?

Nativly will retain your personal information as long as we need it for the purposes set out. or as required by any mandatory law. Typically, this period should not exceed five years in most jurisdictions. For example, if you purchased something from us, we will keep a record of your purchase for the period necessary for billing and taxation. When a specific type of personal information is used for the purpose of data management, Nativly will delete or anonymize the relevant personal information as soon as possible. Please be aware that to the extent permitted by applicable law, we may store your personal information during the post-termination period of the Service in order to send you newsletters and marketing materials via email. This period may vary depending on the law of your country of residence. If you unsubscribe from our marketing communications materials, we will keep your email address in our records to help prevent future marketing emails from being sent to you.

6 MARKETING COMMUNICATION MATERIALS

We may use your personal information for marketing purposes and inform you if there are special offers that may be interesting for you. You may refuse to receive this information at any time by modifying your account's communication settings or by using the unsubscribe link in all relevant communications. If you unsubscribe from marketing messages, we may continue to contact you from time to time with service messages (for example, to confirm your order or to confirm shipping details).

7 COOKIES AND OTHER TECHNOLOGIES

Cookies and similar technologies (such as tracking pixels) are small pieces of data that are used to store technical and / or personal information, identify users of the services, and allow certain features to function. To learn more about the cookies used by our Services and how to opt out, see the Cookie Policy of our Services, which can be found on the homepage of our sites or in the appropriate section of our applications.

8 WHAT ARE YOUR RIGHTS REGARDING YOUR PERSONAL DATA?

Right of access and rectification

You have the right to be informed about the personal data that Nativly handles about you, the source of the data, the purpose for which the data is used and the identity of the parties to whom Nativly has transmitted the data. You also have the right to request the correction of any inaccurate or incomplete personal information at any time.

Right to be forgotten

You have the right to request the deletion of your personal information in certain circumstances if, for example, you have canceled the Service and (i) your personal information is no longer necessary for the purposes for which it was collected and (ii) there is no legitimate reason to continue or your personal information must be deleted in order to comply with the legal obligation for Nativly in the European Union or Hungary. Please contact Nativly for further information regarding the deletion of your personal information.

Right to protest

You have the right to object to certain data processing or to request a restriction on the processing of your personal data if (i) your personal data may be inaccurate or (ii) you believe that processing is unlawful, or (iii) Nativly bases the processing on an illegitimate interest, or (iv) You believe that Nativly no longer needs your personal information for the purposes in clause 2. However, even if you object to certain data management, Nativly may continue to do so if permitted by applicable law, for example, to comply with legal requirements or to fulfill its contractual obligations to you.

Right to withdraw consent

If at any time you have given Nativly your consent to the handling of your personal information (for example, marketing communications), you may at any time revoke such consent for future data management.

The right to data portability

You have the right to receive your personal information about you and made available in a structured, widely used, machine-readable format.

9 WHAT ARE YOUR COMMITMENTS

By signing in to any of our Services and accepting this Privacy Policy, you confirm that you are eligible for a contractual commitment based on your age, in accordance with the rules of your jurisdiction. You also confirm that you have obtained all necessary approvals from your parent or guardian in your country of residence. We may contact you at any time to verify the above and reserve the right to cancel or suspend your account if you cannot verify the above.

You guarantee the quality of the information provided in our Services. All personal information sent to Nativly must be true, accurate and up to date. You are solely responsible for ensuring that your data is accurate, up-to-date and complies with this principle.

10 CONTACTING NATIVLY

If you have any questions or comments regarding this Privacy Policy, please contact Nativly at the following email address: hello@natilvly.app We hope that Nativly will be able to address your concerns. However, if you are still not satisfied, you can complain to the local data protection authority.

11 UPDATES

Nativly reserves the right to amend this Privacy Policy at any time. If Nativly intends to use personal information for purposes other than those set out in the Privacy Policy at the time of collection, it will notify all Users of such modification in a clearly visible manner (eg by sending you such notice by email).