

1. WHO WE ARE AND WHAT THIS PRIVACY POLICY COVERS

1.1 About Us.

We are Studio Kit (incorporated and registered in the Netherlands with company number 74288963) of Wateringweg, Noord-Holland, Haarlem, Netherlands (“**Studio Kit**”).

1.2 Which services does this Privacy Policy cover?

This Privacy Policy provides information about how we handle the personal data we collect to via the following:

- all of our video games (e.g. Wee Tanks!)
- our website
- other ways in which we interact with you/have access to your personal data.

“**Studio Kit Services**” for short.

1.3 What information does this Privacy Policy apply to?

Specifically, this Privacy Policy governs personal data (or, in the USA, personally identifiable information) which we collect from you when you are using Studio Kit Services (“personal data” means information which, on its own or in combination with other information, can be used to identify you).

2. WHAT INFORMATION IS COVERED?

We may collect certain information when you use Studio Kit Services such as your name and email address (examples of what we mean are below). We do not receive or store your payment details.

2.1 What information might we collect from you?

When you sign up for, download, use or play Studio Kit Services then we will collect certain information from you. The personal data that we collect varies depending on the particular Studio Kit Services used, but this may include:

A. Technical Details.

When you use, play or access Studio Kit Services, third parties (such as platforms like Steam) may on our behalf collect technical details about the device you are using, including: internet and/or network connection (including IP address); MAC address, any console device identifier; your operating system, browser type or other software; and your hardware or other technical details.

B. Your Activities.

When you use, play or access Studio Kit Services third parties (such as platforms like Steam or GOG) may on our behalf collect details of how you use our services, including: metrics information about when and how you use the services; traffic data; language preferences;

achievements; scores; gameplay statistics; and time spent playing; choices you make about any characters you use and progress you make on Wee Tanks!.

We may attach a unique reference ID to you as a player. This unique reference ID will be different to ID you might be assigned by the platform you are playing Wee Tanks! on.

Wee Tanks! allows you to communicate with other players via chat and voice communications, however, we do not have access to any of these communications.

C. Your Communications.

If you contact us (e.g. via email or call for customer support) or post in chat sessions, forums or other areas of Studio Kit Services, we may collect and maintain a record of your contact details and the content of your communications. We may collect personal data about you when you register for an account and take part in our community forum.

We will not ask you to provide us with any special category (sensitive) personal data. Any such personal data we receive about you will be data you have shared with us or data someone else has provided to us about you.

D. User Accounts

To access certain of Studio Kit Services you may need to create a user account. When you log in to play our games we collect basic log in information such as your account username and, where relevant, your username for your accounts with the platforms you are playing our games on (for example, your Steam ID and username or information related to your account with Steam).

If you make purchases, we might receive some payment confirmation information about you from payment service providers, but we will not receive payment details.

E. Analytics

Some of the information types referred to above may be collected on an aggregated or anonymised (e.g. hashed) basis, or we may use it or share it in an aggregated or anonymised way, for research or analysis into the way our services operate and are used.

2.2 How do we collect personal data?

We collect personal data directly from you. You will provide us with your personal data when you use Studio Kit Services.

You can play Wee Tanks! on Steam. When you play Wee Tanks! on these platforms we will receive your personal data from these platforms and the companies that run these platforms.

You provide us with your personal data when you register for an account and when you use your account to play Wee Tanks!. Wee Tanks! allows you to communicate with other players via chat communications, however, we do not have access to any of these communications.

We may also collect your personal data through any platforms you use to contact us, for example, when you communicate with us via a Steam or Discord forum or via our community forum. When you communicate with other members of the community on a public channel such as on Steam, Discord or our community forum, we will have access to the communications that are publicly available on those platforms.

We may also collect your personal data from other individuals who may, for example, mention you in any communications they send to us.

We may also receive personal data about you from any other types of organisations listed in the section titled '**Will we ever share any of your information with other parties?**' below.

2.3 What about the storage of payment details?

The processing and storage of payment details is a matter for the relevant platform and the applicable payment methods/payment service providers. Studio Kit will not receive, process or store any of your payment details. This is because the payment transactions themselves are completed through the relevant platforms (e.g. Steam) via the user account you have associated with that platform account. If you make in-game purchases within a Studio Kit game or product, we are notified by the payment service provider once a transaction takes place, but we will not receive any of your actual payment details.

2.4 What about cookies and other tracking technologies?

We and third parties on our behalf may also collect information about you via cookies and other tracking technologies.

Wee Tanks!

We do not use any cookies or other tracking technologies on Wee Tanks!.

Website

We use different types of cookies and tracking technologies (including local storage and session storage technologies) on our website.

Cookies and other tracking technologies allow the website to recognise your device and store or access some information about your preferences or actions.

We currently use the following types of cookies and other technologies on our website, some of which are set by us and some by third party providers:

Necessary

Those that are necessary for the operation of our website, for example, to distinguish between visitors who have accepted or not accepted non-necessary cookies and tracking technologies and to implement cookies according to visitor selection, and which enable core functionality such as security, credentials authentication, network management and accessibility.

Performance (analytics)

Those that analyse the use of our website, including to detect and resolve problems with the website and improve our website.

Functional

Those that are used to provide certain functionalities within our website, for example, to play YouTube videos embedded on our website.

Advertising (targeting)

Those that are used to deliver advertisements about our game on third party websites and apps.

Information collected by the cookies we use may include:

- the Internet protocol (IP) address used to connect your device or computer to the Internet
- the location of your device or computer
- information about your activity on our website, for example, information on items you have clicked on
- device and browser settings and metrics, for example, event errors and time zone settings
- content use history
- Uniform Resource Locators (URLs) used to gain access to, through and from our website (and relevant information regarding your visits).

Some of the cookies and other tracking technologies set on our website may be set by third party service providers. These providers have access to personal data about you, obtained when you use our website. We set out below the third party providers that set cookies and other tracking technologies on our website.

- Google
- YouTube
- Cloudflare

We use a combination of session and persistent cookies and other tracking technologies. Session cookies and session storage keep track of your current visit and how you navigate the website and persistent cookies and local storage enable our website to recognise you as a repeat visitor when you return. The session technologies will be deleted from your device when you close your browser. Persistent technologies remain on your device after you have left the website.

In addition to being able to refuse non-necessary cookies and other tracking technologies through the functionality on our website, you can also manage these technologies through your browser settings.

Most browsers have cookies enabled by default, but you are able to change your cookie settings, which are usually found in the 'options' or 'preferences' menu of your internet

browser. You can block any cookies from any website by activating the setting on your browser that allows you to refuse the setting of some or all cookies. However, if you block all cookies you may not be able to access all or part of our website or use some features of our website. You can also use your browser settings to delete cookies. For more information about cookies please visit <https://ico.org.uk/your-data-matters/online/cookies/>

3. HOW IS YOUR PERSONAL DATA USED?

We will use your personal data to run, maintain and improve Studio Kit Services as well as to communicate with you (e.g. with newsletters or emails). Sometimes we may share information with partners in order to run our services.

3.1 How might your information be used?

In accordance with data protection laws, we will only process your personal data if we have a lawful basis for doing so.

In respect of your personal data, these bases are:

- if it is necessary to provide services to you under the performance of a contract we have with you
- if we are required to do so in accordance with legal obligations
- if you have given your consent
- if it is in our legitimate interests to process your personal data, provided that none of these prejudice your own rights, freedoms and interests.

The following is a list of the purposes for which we process your personal data, and the lawful bases on which we carry out such processing.

A. Perform our agreement with you:

1. to provide Studio Kit Services to you
2. to carry out our obligations arising from any contracts between you and us
3. to facilitate logging in and playing our games
4. to allow you to participate in interactive features of Studio Kit Services when you choose to do so and provide you with chat functionality and other communication systems
5. receiving and responding to correspondence
6. for account verification purposes
7. to display in-game profiles or display names and leaderboards
8. to make event/content related information available to you and to make information about changes to Studio Kit Services available to you.
9. **For our legitimate interests:**

B. To administer and monitor the performance of Studio Kit Services:

- to prepare and analyse statistics relating to the use of games by you and other users, testing, to investigate complaints, to seek and analyse feedback and to further develop the game (legitimate interests of ensuring our games are as enjoyable as possible)

- to ensure that Studio Kit Services are presented in the most effective manner for you and your device (legitimate interests of ensuring Studio Kit Services are as enjoyable as possible)
- disclosure of gameplay results to third-party services to consolidate and publish (legitimate interests in assisting the administration of our games)
- to administer, maintain, protect and improve Studio Kit Services and to protect Studio Kit and Studio Kit Services users, including carrying out activities involving development, analytics, traffic patterns, addressing hacking, cheating and other harmful activities (legitimate interests of running our business, provision of administration and IT services, including network security).
- to run our everyday operations including to allow communications between members of staff in connection with the provision of Studio Kit Services and to engage with third party suppliers and business contacts (legitimate interests of running our business)
- to receive and respond to correspondence (legitimate interests of ensuring a good user experience (when outside the performance of a contract with you)
- to administer a corporate change: to administer a sale or possible sale of the whole or of part of our business or the restructuring of our business (legitimate interests of facilitating any such possible or actual transaction or restructuring).

C. Comply with our legal obligations:

Where we are required to do so by law, for example, to comply with intellectual property protection obligations we have under applicable laws including the Digital Millennium Copyright Act and the E-Commerce Directive.

D. Based on consent:

Provide you with marketing information about products or services that you request from us or which we feel may interest you where you have asked us to do so or have opted-in for.

We may also process your personal data for additional purposes in the future, but only if such purposes are compatible with those listed above and if we believe that the same lawful basis applies.

In certain circumstances, you may be obliged to provide us with your personal data under a statutory or contractual requirement. This might include, but is not limited to, personal data we require to enter into an agreement with you; for tax and accounting purposes; and to enable us to fulfil our compliance and other obligations under relevant legislation or regulation. Failure to provide us with personal data required under a statutory or contractual requirement may prevent us from entering into or performing our obligations under a contract with you.

3.2 Will we ever share any of your personal data with other parties?

We may share your personal data with other parties. We describe the circumstances in which we share your personal data with other parties below:

- third party service providers in the course of providing Studio Kit Services to you and operating our business, for example, organisations that provide us with technology related services such as data storage, server hosting, customer and technical support, game analytics etc) which may require them to access your information on our behalf. Those third parties may also collect some information directly from you (e.g. IP address, unique identifiers etc) and activities carried out for their own purposes will be covered by their own privacy policies.
- platforms you play our games on such as Steam and GOG.com
- with other members of our community and other players, for example, when you take part in a forum or when you use social features on Wee Tanks! like chat and voice communications (although we do not have access to the chat and voice communications between players on Wee Tanks!)
- organisations we have a professional relationship, where you have provided your consent for us to share your data with them for marketing purposes
- social media and other online platforms such as Facebook, Twitter, Discord and YouTube which we use to communicate with you or to share photos and text that you share via your profiles on these sites, for example, when we reshare a post that you are mentioned in via our profile on a social media site
- external professional advisors who need to access such information for the purpose of advising us
- law enforcement bodies which may have any reasonable requirement to access your personal data, for example, in order to assist with any investigations, when we bring a claim or defend ourselves against a claim that requires the disclosure of personal data
- potential purchasers of our business or investors in it (including in the event of insolvency).

4. INFORMATION YOU MAKE PUBLICLY AVAILABLE

Be careful who you share your personal data with! You may have the option to share your own personal data with other parties, in which case it will be governed by those parties' own privacy policies – make sure to take a look at them.

4.1 Please remember that any communications you have via Studio Kit Services may reveal details about you.

Also, any information you post publicly will be publicly available to other people. This might be information you share on a forum or on social media.

We have no control over your use of any otherwise private personal data which you make available, or the activities of other users or other third parties to whom you give or make available your information or content.

PLEASE DO NOT SHARE ANY SENSITIVE INFORMATION (FOR EXAMPLE, INFORMATION ABOUT MEDICAL CONDITIONS) ON ONLINE FORUMS OR OTHERWISE MAKE IT AVAILABLE TO US OR OTHER PARTIES VIA ANY POSTS OR COMMUNICATIONS.

Studio Kit Services may, from time to time, contain or connect you with third party content or services. Our Privacy Policy does not extend to external sites or companies, so please refer directly to their privacy policies.

5. DATA RETENTION

We keep your personal data for as long as needed to provide Studio Kit Services to you or longer where permitted by law.

5.1 How long do we retain your data for?

If necessary for the purpose for which the data was originally collected. We will retain your personal data only for as long as necessary to fulfil the purposes we collect it for, including for the purposes of satisfying any contractual requirements or other legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the purposes for which we process the personal data, the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, whether we can achieve those purposes through other means and the applicable legal requirements.

As detailed below, depending on where you live you may have certain legal rights to object to our collection and use of your data, but this may mean some or all Studio Kit Services become unavailable to you. We also reserve the right to retain your information as necessary to comply with our legal obligations, resolve disputes, maintain appropriate business records and enforce our agreements.

6. YOUR RIGHTS

You have rights about how your personal data is used, which can vary depending on where you live. If you have any questions, please contact us at contact@studiokit.org.

6.1 Can you ask us to stop processing your personal data?

You have the right to ask us not to process your personal information for marketing purposes. You can change your email settings to unsubscribe from email communications.

6.2 What are your rights?

Depending on where you live, you may have additional privacy rights. If you have any questions about your rights, or you wish to exercise any of these rights, please email contact@studiokit.org.

We may require you to provide forms of identity should you wish to exercise one of your rights below.

Access: to access and obtain a copy of your personal data we possess.

Rectification: if the personal data we hold about you is incorrect. You have the legal right to ask us to rectify/correct your personal data.

Erasure: you may have the legal right to contact us to request that we delete your personal data from our system.

Restriction: you may request a restriction on the processing we undertake on your personal data. This will only apply if we have no lawful basis to process your personal data, your personal data is inaccurate or to comply with an objection request (see below).

Objection: you may object to our processing of your personal data if our processing is carried out on the basis of legitimate interests. Please note, however, that should we determine that our interests are so compelling as to override your objection we may continue to process your personal data.

You may object to receiving direct marketing at any time.

Portability: you have the right to receive some of your personal data in machine-readable format. This right extends to you being able to request that such data is sent to a third-party controller.

Withdrawing consent: if the lawful basis we rely on to process your personal data is consent you have the right to withdraw this consent. Please email contact@studiokit.org to withdraw consent for the processing of your personal data.

Complaining to a supervisory authority: further information about your rights can also be obtained from your national data protection regulator. If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with your national data protection supervisory authority, although we would ask that you contact us in the first instance.

Your right to be informed: you can contact us to find out more or to ask any questions you may have about our use of your personal data

We will use commercially reasonable efforts to honour your request, but we may decline requests that are unreasonably repetitive, are disproportionate, infringe the privacy of others or as otherwise permitted by law. Please note though that by withdrawing your consent or otherwise objecting to certain processing of your information, certain Studio Kit Services may no longer function properly or be completely unavailable to you.

6.3 Under California law

California residents who have an established business relationship with us have the right to request certain information with respect to the types of personal information we have shared with third parties for their direct marketing purposes, and the identities of those third parties, within the immediately preceding calendar year, subject to certain exceptions. All requests for such information must be in writing and sent to: Studio Kit Ltd of Northern Design Centre Abbott's Hill, Baltic Business Quarter, Gateshead, Tyne And Wear, NE8 3DF, United Kingdom. This same California law permits us to provide you, in response to your written request, with a cost-free means to choose not to have your information shared rather than

providing the above described information. You may exercise that choice by contacting us at the address above.

6.4 Who should you contact if you would like to exercise these rights?

If you would like to exercise any of these rights or have any queries regarding them, please contact: contact@studiokit.org.

7. OTHER

We can change this Privacy Policy, but if we do, we will put the changed version online for everyone to see. Please feel free to contact us if you have any questions regarding the changes at contact@studiokit.org.

7.1 Will we ever change this Privacy Policy?

Possibly, but if we do, we will make the changed Privacy Policy available online. You are welcome to contact us if you have specific questions about the changes at contact@studiokit.org. If you do not agree to those changes, regardless of whether you email us then unfortunately you must cease using all Studio Kit Services.

7.2 Are there any other documents you should read?

We'd also like to remind you that our [Terms & Conditions](#) has more information about how we operate Studio Kit Services: <https://weetanks.com/terms-and-conditions>