

PRIVACY POLICY

Sergii Bilak (hereinafter referred to as the "Company") is the developer of the mobile application "Billionaire Somewhere" (hereinafter referred to as the Mobile Application). The Company adheres to the principle of maintaining the confidentiality of its Users' data.

The Company's Privacy Policy (hereinafter referred to as the Privacy Policy) governs the procedure for collection, processing, and storage of any data provided by the User, including data collected or provided through the Mobile Application "Billionaire Somewhere".

By downloading and using this Mobile Application, the User confirms that they have read, accept, and agree to the procedures contained in this Privacy Policy. If the User disagrees with any of the terms of this Privacy Policy, please do not use the Mobile Application "Billionaire Somewhere".

Dear User!

"Billionaire Somewhere" is an entertainment application. It is a playful savings tracker that estimates how your savings would be expressed as nominal amounts in different world currencies. The figures shown are for fun only — they are not exchangeable money, not an investment, and not financial advice.

By using the Mobile Application, please note that acceptance of this Privacy Policy means that you:

- Agree to the terms of collection, processing, storage, and transfer of technical data as specified below;
- Give full and unconditional consent to the processing of such information, including cross-border transfer of data;

- Agree to and undertake to comply with the terms of this Privacy Policy;
- Confirm that you are at least 13 years old and that you understand and control your actions, acting voluntarily and in your own interest.

If you do not wish to grant the Company the right to collect, process, store, and transfer your data in whole or in any part, please do not download or use this Mobile Application.

Terms and Definitions

Mobile Application "Billionaire Somewhere" — software designed to operate on smartphones, tablets, and other mobile devices based on the Android and iOS platforms.

User — any individual who has downloaded and uses the Mobile Application "Billionaire Somewhere".

On-Device Data — the savings amounts, accounts, balance history, and preferences that the User enters in the Application. This data is stored locally on the User's device and is not transmitted to the Company.

Device Identifier — a unique identifier assigned to the User's mobile device (such as a device ID or advertising identifier), used for analytics, attribution, and advertising purposes through third-party services.

Data Processing — any action (operation) or set of actions (operations) performed with or without the use of automated means on data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, and destruction of data.

Cross-border Data Transfer — transfer of data to the territory of a foreign state, to a government authority of a foreign state, to a foreign individual, or to a foreign legal entity.

1. General Provisions

1.1 This Privacy Policy, applicable when using the Mobile Application, extends to the legal relations between the Company and the User of the Application and applies to information that the Company receives about the User during the use of the Application.

1.2 The collection and processing of data is carried out in accordance with the current regulatory legal acts of Ukraine, as well as other special requirements for the collection, processing, and storage of data.

1.3 The Mobile Application "Billionaire Somewhere" does not require registration and does not ask for your name, email address, phone number, location, contacts, or photos. The savings amounts, accounts, and balance history you enter are stored only on your device and are never transmitted to or visible to the Company.

1.4 The Application uses third-party software development kits (SDKs) that may automatically collect a Device Identifier and basic technical information for analytics, crash reporting, attribution, and advertising. This data is not linked by the Company to your name or to the personal financial information you enter in the Application.

1.5 The Company also reserves the right to collect non-personal and non-confidential information about the use of the Application, such as feature usage and aggregated traffic data. The obtained data is used for analysis and improvement of the Application's performance in order to develop, enhance, and provide Users with Application features that meet their needs, and to improve the quality and speed of its operation.

1.6 The Company takes necessary organizational and technical measures to protect User information from unauthorized, unlawful, or accidental access, misuse, destruction, modification, blocking, copying, distribution, and other unlawful actions by third parties.

2. Data Collection and Processing

2.1 Collection of technical data is carried out automatically when the User downloads and uses the Mobile Application. By using the Application, the User consents to this collection.

2.2 The technical data is collected through automatic information collection technology provided by the third-party SDKs integrated into the Application. The following technical information may be collected:

- Device Identifier (unique device identifier and/or advertising identifier);
- Basic device information, including device model, operating system type and version, and language/region settings;
- Application install and usage events (e.g., first launch, screens viewed, features used);
- Diagnostic and crash data (e.g., stack traces and the state of the device at the time of a crash);
- Purchase and subscription status (without payment card details, which are handled solely by the app stores).

2.3 No personal financial data is collected from you. The savings amounts, account balances, and history you enter remain on your device under your control. If you delete the Application or use the "Start over" function, this on-device data is removed.

2.4 The Company does not bear responsibility for the actions of third parties and does not control the tracking technologies used by third parties or how they may be used. If the User has questions regarding any targeted content provided by third parties, it is recommended to contact the provider of such information directly.

3. Purposes of Data Collection and Processing

3.1 The Company collects and processes technical data solely for the following purposes:

- Application analytics — to analyze aggregate usage patterns and improve the Application;
- Crash reporting and stability — to detect, diagnose, and fix errors and crashes;
- Install attribution — to determine the source from which the User downloaded the Application, and to prevent fraudulent installs;
- Advertising — to display advertising to Users of the free version of the Application;
- Delivery of content — to download non-personal content such as exchange rates and in-app text used to power the Application's features.

3.2 The collected technical data is not used to identify you personally and is not combined by the Company with the financial information you enter in the Application.

4. Data Transfer to Third Parties

4.1 To provide the functions described above, the Application uses the following categories of third-party services, which may receive technical data in accordance with their own privacy policies:

- **Google Firebase** (Analytics, Crashlytics, App Check, Cloud Firestore) — usage analytics, crash reporting, abuse protection, and delivery of non-personal content such as exchange rates;
- **Google AdMob** — serving advertising in the free version of the Application;
- **AppsFlyer** — install attribution and marketing analytics;
- **RevenueCat** and the **Apple App Store / Google Play** billing systems — processing and validating in-app subscriptions. Payment card details are handled solely by the app stores and are never received by the Company.

4.2 The Company may also transfer data to third parties in the following cases:

- The transfer is required for the proper functioning of the Application's services described above;
- The transfer is required by the current legislation of Ukraine or other applicable legislation within the established procedure;
- In the event of a transfer of rights to the Application (sale of the Application), all obligations to comply with the terms of this Policy regarding the received information shall pass to the acquirer.

4.3 Processing of technical data is carried out by any lawful means, including in information systems using automated means or without the use of such means.

5. Data Security

5.1 The Company takes appropriate measures to protect data in accordance with applicable legislation and implements necessary and sufficient organizational and technical measures to protect data. The applied security measures allow protection of data from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, and other unlawful actions by third parties.

5.2 All data transmitted from the Application is sent over an encrypted HTTPS channel.

5.3 The Company is not responsible for the actions of Users aimed at violating or independently changing any privacy settings and/or violating security measures.

6. Changes to the Privacy Policy

6.1 The Company reserves the right to modify this Privacy Policy at any time and without prior notice or consent of the User.

6.2 The User is responsible for periodically visiting the Privacy Policy page to check for any changes and/or to review them.

6.3 Continued use of the Application by the User after changes are made to the Privacy Policy shall be deemed unconditional acceptance of these changes by the User.

6.4 In case of disagreement with the changes to the terms of collection, processing, and use of data, the User has the right to unilaterally discontinue the use of the Application and delete the Application from their device.

7. Other Conditions

7.1 The Application "Billionaire Somewhere" is intended for a general audience and is not directed to children under 13 years of age. The Company does not knowingly collect data from children under 13.

7.2 This Policy applies only to the Mobile Application "Billionaire Somewhere". The Company does not control and is not responsible for other mobile applications and third-party websites to which the User may independently navigate via links available in and associated with the Application "Billionaire Somewhere".

7.3 The Application is provided for entertainment purposes only. The amounts and currency "titles" shown are estimated nominal values based on exchange rates and do not constitute money, an investment, or financial advice.

7.4 By using the Mobile Application, the User guarantees that they do not intend to and will not use the functionality of the Application for the purpose of inciting racial discrimination, national hatred, promotion of violence, defamation, dissemination of

information contrary to the foundations of public order and morality, as well as to carry out and distribute information and materials of an unlawful nature.

All suggestions or questions regarding this Privacy Policy should be directed to the email address:

support@bilak.dev