Kaigan Club Privacy Policy

Effective date: 2026-10-01

About this policy

Rila Solutions AD, trading as Kaigan Club ("Kaigan Club," "we," "us," or "our"), is the controller responsible for the personal information we process to operate the Kaigan Club website, related applications, assisted-reading tools and community features (the "Platform" and "Services"). Our contact details are in section 15.

This policy explains what information we process, why we process it, who receives it, and your choices and rights. It applies to visitors, account holders, people contacting us, and people whose personal information appears in content or reports supplied to us. "User Content" includes uploaded reading materials, comments, reviews, discussions, annotations and corrections, as described in our Terms of Use.

Using the Services or accepting the Terms of Use does not waive your privacy rights or authorise every possible use of your information. Where consent is required for a particular activity, we must obtain it separately. Updating this policy does not expand the content licence or bypass contractual change requirements in the Terms of Use.

Key points

- We process account, authentication, reading, community, support and subscription information to provide and protect the Services.
- The Platform is hosted in the European Union. External services process information separately, including outside the European Economic Area, as explained in section 7.
- Stripe collects payment-method information, but we also retain subscription records and payment-event data received from Stripe.
- Reading assistance involves processing your text. This processing happens entirely on our Platform, with one exception: upon your explicit request, we will use Google Cloud Translation and Google Cloud Text-to-Speech for external translation and speech processing.

- Kaigan Club does not use personal information or User Content for marketing, advertising profiling, non-essential analytics, or AI model training, or commission providers to do so on our behalf. This is not a guarantee about providers' independent processing, which is addressed in section 4. Book-specific corrections are reused to provide reading assistance, not to train models.
- Uploaded content may contain sensitive personal information even though we do not ask for it. Our Terms of Use prohibit uploading or sharing unnecessary sensitive personal information about other identifiable people. If you believe your personal information has been included improperly in another user's content, please contact our Data Protection Officer (section 15).
- Account deletion, subscription cancellation, withdrawal from the subscription contract and deletion of every associated record are different operations. We process online withdrawal declarations and email acknowledgments as described below; withdrawing from a Subscription does not itself erase your account or all related records.

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1. Information we process and its sources

Account and authentication information

We collect the email address, username and any name you supply, account status, and preferences such as theme and contrast settings. For local password-based accounts, we store a password hash rather than a readable password. We also process authentication tokens and their validity information, and email-verification or password-reset tokens when those functions are used.

For third-party sign-in, we receive identity information from the authentication provider, including provider and user identifiers, email address and available name information. Section 6 explains this further. We do not ask you to give us the password for your third-party account.

Reading materials and community activity

We process the text and associated information you upload or import, book titles and identifiers, annotations, translations, generated audio, corrections and book-specific lexicon entries used by the Services. We also process comments, reviews, discussions, club membership, sharing permissions and related interactions when you use those features.

Notifications may contain sender identifiers and usernames, book or club information, timestamps and read status. Other users may provide information about you through shared content, community interactions, support messages or reports. Imported content can also come from the external sources you select. If you are mentioned in content but do not have an account, you can still contact us about your information.

Subscription and payment information

Stripe collects information needed to process payments, such as payment-method details and billing information, through its payment interfaces. We do not collect any payment-card numbers or card security codes through our own account forms.

We retain Stripe customer, subscription and product identifiers, payment and subscription status, billing-period dates, trial information and payment-event records. These event records include the event payloads sent by Stripe, not just a paid/unpaid flag. Depending on the event, they may contain billing contact information, invoice or transaction details and other payment-related metadata. Some billing-event information may also appear in operational logs.

We also process the subscription details used in confirmation emails. If you use the Platform's "Withdraw from Contract" function, we process the full name, email address and subscription identifier you provide, your withdrawal declaration, and its receipt date and time. The declaration is forwarded to our support mailbox, and an acknowledgment containing these details is emailed to the address you supplied. Related correspondence and cancellation or

refund records are used to handle and document the withdrawal. You do not need to be signed in to submit the online form.

Stripe's processing is also explained in its Privacy Policy.

Support, reports, and communications

When you contact us, we receive your contact details, the contents of your message and any attachments or other information you provide. Support-form messages are sent to support@kaiganclub.com, our mailbox hosted through GoDaddy. GoDaddy processes sender and recipient addresses, message contents, attachments and associated delivery metadata to provide that mailbox service.

Account verification, password recovery, subscription confirmations, payment notifications and withdrawal acknowledgments also involve processing addresses, delivery information and message contents through our existing Platform and email arrangements. We do not engage a separate transactional-email delivery service. The GoDaddy disclosure above identifies the support mailbox provider; it does not attribute all outgoing Platform email to GoDaddy.

Content reports and moderation reviews may include information about the reporter, the affected user and the disputed material. Please avoid including unrelated personal information in a message or report.

Technical and operational information

The backend processes request and account identifiers, authentication events, timestamps and diagnostic information needed to operate the Services. Logs may contain personal information: annotation logs may include submitted sentence text, and authentication or billing errors may include token or payment-event details. These records are not inherently anonymous.

Web hosting, network infrastructure and browser integrations may also process connection information such as IP addresses and browser request data. The exact information depends on the deployed configuration; we ourselves do not collect precise location, device fingerprints or browsing history.

Sensitive information and information about others

We do not ask you to submit health information, racial or ethnic origin, political or religious beliefs, sexual orientation, or other specially protected personal information for ordinary

account use. Nevertheless, uploaded text, comments or support messages can contain such information, and storing or analysing that text is processing it.

Do not upload or share unnecessary sensitive personal information about another identifiable person. Remove unnecessary sensitive details before submitting content, and do not submit confidential information or another person's personal information without a lawful basis. These rules concern identifiable real people, not purely fictional characters; section 6 of our Terms of Use makes them part of the acceptable-use rules.

Your upload or acceptance of our terms is not automatically the affected person's consent. Where special-category information is processed, we need an applicable additional legal condition as well as an ordinary legal basis; a content licence or general legitimate interest alone is not sufficient. These user responsibilities do not replace our own data-protection obligations. Contact us if you believe such information has been included improperly so we can assess restriction, removal or another appropriate response.

Required and optional information

An email address and authentication information are needed to create and secure an account. Relevant text is needed to provide reading assistance, and billing information is needed for a paid Subscription and applicable tax requirements. If you do not provide required information, we may be unable to provide the corresponding feature. Optional profile information and community participation are not prerequisites for unrelated core features.

2. How we use information

We use the information described above to:

- Create and authenticate accounts, manage preferences, recover access and deliver necessary account messages.
- Store and process selected reading materials, generate Reading Aids, translations and speech, and save your corrections.
- Apply your sharing choices, operate clubs and discussions, and deliver related notifications.
- Administer trials, Subscriptions, payments, cancellations, contract withdrawals, refunds and billing support, and send related confirmations and acknowledgments.
- Respond to enquiries, privacy requests and content reports, and investigate or review moderation decisions.

- Diagnose faults, maintain service reliability, prevent fraud and abuse, and protect accounts and infrastructure.
- Meet legal obligations, maintain required records, and establish or defend legal claims where appropriate.

Kaigan Club does not use your personal information or User Content for marketing, advertising profiling, non-essential analytics, or AI model training. We do not commission providers to carry out those activities on our behalf. These statements describe our purposes and the processing we commission, not every independent use a provider may make under its own applicable terms and privacy notice. Section 4 explains that distinction and our continuing responsibilities.

We process private Reading Materials only to provide the Services you use and for the necessary support, security, moderation, legal-compliance and legal-claims purposes described in this policy.

3. Legal bases

Where the GDPR or UK GDPR applies, the legal basis depends on the specific purpose and circumstances. We do not rely on consent for everything, and accepting a privacy notice is not itself consent.

Purpose and relevant information	**Legal basis**
Creating your account, authenticating you, delivering requested reading tools, applying your sharing instructions, and providing related support	Performance of the contract, or steps you request before entering it, only to the extent the processing is necessary for that purpose.
Administering your Subscription, payment status, confirmations and billing communications	Performance of the contract; legal obligation for separately required tax and accounting records.
Receiving and handling statutory withdrawal declarations, sending required acknowledgments, and processing the resulting cancellation and refund	Compliance with applicable consumer-law obligations; performance of the contract for related subscription administration.
Protecting accounts and infrastructure, preventing abuse, reviewing reports and	Legitimate interests in operating a secure, reliable service and protecting users, subject to necessity, proportionality and your rights; legal

Purpose and relevant information	Legal basis
diagnosing faults using relevant account, event and technical data	obligation where a particular response is required by law.
Handling general enquiries and complaints from people without an account	Legitimate interests in responding to enquiries and resolving issues; steps before a contract where you request them.
Keeping records needed for privacy requests, legal compliance and lawful regulatory requests	The applicable legal obligation.
Establishing, exercising or defending legal claims using relevant records	Legitimate interests in protecting legal rights, or a specific legal obligation where one applies.

Before relying on legitimate interests, we assess whether the processing is necessary and balance those interests against the interests and rights of the people affected. We rely on this basis only where those interests and rights do not override our legitimate interests. You may object as described in section 10.

If we propose a different purpose, we will explain it before the new processing begins and establish the required legal basis. We will obtain fresh consent where required rather than treating continued use as approval. Withdrawing consent does not affect processing that was lawful before withdrawal.

4. Recipients and sharing

We disclose information where needed for the purposes described in this policy, including to:

- **Payment services:** Stripe receives checkout and billing information and provides payment and subscription events to us. It acts as a processor for activities carried out on our instructions and as an independent controller for activities identified in its own terms, including payment-network selection, fraud prevention and legal compliance. Section 7 links its processing and transfer terms.
- **Authentication and abuse-prevention services:** We support sign-in through Google, Facebook or Microsoft. Google reCAPTCHA validates abuse-prevention tokens and handles information associated with that integration. Google, Meta and Microsoft also process their own users' sign-in activity as described in sections 6 and 7.

- **Translation and speech services:** Google Cloud Translation and Google Cloud Text-to-Speech receive the relevant text and requests when we use them to generate translations or speech, as explained in section 5.
- **Support email:** GoDaddy hosts support@kaiganclub.com and processes the addresses, messages, attachments and delivery metadata associated with that mailbox. This is separate from our Platform hosting; section 7 describes GoDaddy's published processing and transfer terms.
- **Platform hosting:** We use hosting and infrastructure service providers to operate and maintain the Platform in the European Union, including processing personal information on our behalf for those purposes.
- **Other users and chosen audiences:** Shared books, contributions, corrections and related profile or notification information are visible according to the sharing or community context. Public content may be accessible beyond a selected club or recipient group.
- **Authorities, professional advisers and affected parties:** Relevant information may be disclosed where required by law, necessary for legal advice or claims, or needed to investigate a report or protect users. We do not automatically forward an entire complaint to another user.
- **Business successors:** Information may be disclosed for a genuine business transfer or reorganisation, subject to an appropriate legal basis, safeguards and required notice. This does not expand permissions to exploit User Content.

Providers can act as processors for some activities and independent controllers for others. Where a provider processes personal information on our behalf as a processor, that processing must be governed by appropriate contractual safeguards and documented instructions. Our statements about not conducting or commissioning marketing, advertising profiling, non-essential analytics or AI model training apply to the processing we instruct on our behalf.

Where Google, Meta, Microsoft, Stripe, GoDaddy or another provider determines its own purposes as an independent controller, its applicable privacy notice and terms describe that processing. We do not represent that every provider independently refrains from marketing, analytics or model training, nor does this policy establish that any particular provider performs those activities with your data. Relevant provider documents are linked in sections 6 and 7. A provider's actual role depends on the processing involved, not merely its name or a label in this policy.

This distinction does not authorise unrestricted reuse or remove our responsibility to select suitable processors, provide lawful instructions, and establish the required basis and safeguards for disclosures and international transfers. A provider's own notice does not replace consent or other protections required for processing for which we are responsible.

If you follow a link or use an external content source, that source may receive connection information and the request involved in accessing its service. Its own notice governs its independent processing. Importing from a source is not permission for unrestricted sharing of your Kaigan Club account information with it.

Revoking access to a shared item does not automatically recall copies already received or created by others. However, a recipient's content licence does not override privacy rights. We will assess applicable duties to restrict or erase information and notify recipients when responding to a valid request.

5. Automated reading assistance and AI

The Services analyse text using language-processing software, dictionaries, rules and automated tools to produce Reading Aids such as word segmentation, furigana and grammar annotations. Our backend is hosted in the European Union; processing is not confined to your device. Upon your request, we use Google Cloud Translation to generate translations and Google Cloud Text-to-Speech to generate audio, sending the relevant text to Google for that processing. These are our only external translation and text-to-speech API services. Their processing is separate from our Platform hosting and is described in section 7.

Manual corrections and book-specific lexicon entries are stored so they can be reused when reading or analysing that book. They can be visible to others with access to the shared book. We do not use these corrections or entries to train AI models.

We do not use your personal information or User Content to train our AI models, whether the content is private or shared, or commission a provider to train models using it on our behalf. Providing reading assistance and reusing saved corrections within a book are distinct from model training. Neither this policy nor the Terms of Use grants Kaigan Club a licence to use your information or User Content for AI model training. This is not a statement about every provider's independent training practices; provider roles and our responsibilities are explained in section 4.

Reading Aids may be inaccurate and are intended to assist reading, not to make decisions about people with legal or similarly significant effects. Subscription and access rules may operate automatically based on account and payment status. You can contact us to challenge an access decision or request review. Where the law restricts solely automated significant decisions, the applicable information, lawful-basis and review requirements remain in force.

6. Third-party sign-in

You may sign in through Google, Facebook or Microsoft. The selected provider authenticates you, and supplies information used to identify your account, such as the user identifier, email address and available name information. The exact permissions are described in the sign-in flow. We use this information for account access, management, support and security, not as general permission to import social posts, friend lists, email contents or files from your provider account.

The provider separately processes your interaction with its service under its own terms and privacy notice. For Google sign-in, see the Google Privacy Policy and Google APIs Terms of Service. For Facebook Login, see the Meta Privacy Policy and Meta Platform Terms. For Microsoft sign-in, see the Microsoft Privacy Statement, including its Microsoft account section. If you use a work or school account, your organisation's policies may also apply. These identity-provider activities are distinct from our own handling of the account information we receive; see section 7 for international-processing information.

Revoking a connection may affect login, but does not itself delete your Kaigan Club records or cancel your Subscription. Likewise, deleting your Kaigan Club account does not automatically delete your account with the identity provider. You may contact us about removal of associated authentication records held for Kaigan Club.

Our use of information received from Google APIs must comply with the applicable Google API Services User Data Policy, including Limited Use requirements where applicable. This does not replace our obligations under data-protection law.

7. International transfers

The Kaigan Club Platform is hosted in the European Union, within the European Economic Area (EEA). This describes our Platform hosting, not the location of all processing by Google, Meta, Microsoft, Stripe or GoDaddy. External services and their support operations may process information outside the EEA, as described below. Private content settings do not prevent the service-provider processing needed to deliver a feature.

Google Cloud services

Google Cloud services are governed by the Google Cloud terms. Those standard terms incorporate the Cloud Data Processing Addendum, under which Google acts as processor for covered Customer Personal Data. This contractual framework addresses covered Google

Cloud services, including translation and text-to-speech. It is separate from Google's processing of its own account holders' sign-in activity.

The addendum's European transfer provisions address transfers to adequate countries, Google's adopted alternative transfer arrangements, and Standard Contractual Clauses in the cases specified there. Google's alternative transfer solution notice identifies Google LLC's EU-US Data Privacy Framework certification for covered transfers of EU/EEA personal data to, and onwards from, the United States. Standard Contractual Clauses apply in the circumstances specified by the addendum, including its fallback provisions; they are not described here as the sole mechanism for all Google transfers.

Google publishes information about processing locations and functions in its Cloud subprocessor register. That register covers multiple services and activities and does not mean that every listed provider or country processes each user's data. Our Google Cloud Translation and Google Cloud Text-to-Speech processing locations depend on the service and configuration, not our Platform's EU hosting. Google's Cloud Translation data-use documentation and Text-to-Speech endpoint documentation describe the available location controls. We do not represent these API services as processing all data exclusively in the EEA.

Google, Facebook and Microsoft sign-in

Google describes worldwide processing in its Privacy Policy. Its international transfer-frameworks notice describes adequacy decisions, Data Privacy Framework participation and Standard Contractual Clauses. The Google APIs Terms of Service incorporate controller-controller data-protection terms where required by applicable law.

For Facebook Login, Meta's own processing is described in the Meta Privacy Policy, including its international-transfer information, and developer obligations are addressed in the Meta Platform Terms. Referencing those documents does not identify Meta as our processor or establish that the Google transfer mechanisms described above also apply to Meta.

For Microsoft sign-in, Microsoft's storage and processing disclosure states that personal data it collects may be stored and processed in your region, the United States and other jurisdictions where Microsoft and its affiliates or service providers operate. Microsoft describes transfer safeguards including Standard Contractual Clauses and Microsoft Corporation's participation in the EU-US Data Privacy Framework, its UK Extension and the Swiss-US Data Privacy Framework. These are Microsoft's published arrangements, not a guarantee of EEA-only processing or a statement that we have a separate Microsoft processing agreement.

Stripe payments

Stripe processes payment and subscription information separately from our Platform hosting. Its Privacy Policy, international transfers section identifies international processing in countries including the United States and India. Its Data Processing Agreement describes transfers to Stripe, LLC in the United States and global processing by affiliates and subprocessors. These are Stripe's published processing arrangements, not a statement that every payment is processed in every listed country.

The Stripe Services Agreement for Bulgaria incorporates Stripe's Data Processing Agreement and Data Transfers Addendum. The transfer addendum gives precedence to the Data Privacy Framework where applicable, followed by the applicable Standard Contractual Clauses or UK addendum. Stripe acts as a processor for some activities and an independent controller for others, as described in its processing agreement; these documents do not make Stripe solely our processor or imply that all payment processing stays in the EEA.

GoDaddy support email

Our support mailbox, support@kaiganclub.com, is hosted through GoDaddy, separately from the Platform. GoDaddy's Global Privacy Notice distinguishes its own controller activities from processing customer business content on the customer's behalf. Its Universal Terms provide for the applicable Data Processing Addendum when it processes customer data on behalf of customers. The relevant terms depend on the email product supplied.

GoDaddy's European Supplemental Privacy Notice describes possible transfers to the United States and other countries where it operates, with Data Privacy Framework arrangements for covered US transfers and Standard Contractual Clauses with supplementary measures where the framework is unavailable. These published arrangements do not establish the storage location of our particular mailbox or mean that every message is processed in every country where GoDaddy operates. Our Platform hosting does not determine the support mailbox's processing locations.

Safeguards and further information

You may contact us using section 15 for information about the locations and safeguards relevant to your data and how to obtain a copy of applicable safeguards, subject to necessary redactions protecting confidential information and other people's rights. The linked Google, Microsoft, Stripe and GoDaddy notices and agreements describe their published transfer safeguards.

8. Retention and deletion

We must keep personal information only for as long as needed for a stated purpose and permitted by law, then delete it or make it genuinely anonymous. Removing a name or replacing it with an identifier does not necessarily make information anonymous.

The retention criteria differ by category:

Category	Retention criteria
Account, profile and authentication records	Needed to operate and secure an active account; on closure, remove information no longer needed and assess any specific security or legal retention requirement. Verification and password-reset tokens expire after 60 minutes and are cleared after successful use.
Reading Materials, annotations, corrections and lexicon entries	Needed while the material is retained for the user or an authorised recipient. Deletion requests must address associated content records, derived data and caches, subject to the lawful retention and recipient-copy exceptions described below.
Community contributions	Needed for the relevant interaction and associated with the user's chosen username. Deletion or restriction requests are assessed for the contributions and any related moderation records, taking account of applicable rights and lawful retention needs. There is no blanket automatic-deletion period for all contributions.
Notifications	Local notification records are subject to a 30-day database time-to-live (TTL).
Subscription, transaction and payment-event records	Needed for billing administration, reconciliation and specifically applicable accounting, tax or claims periods. Locally stored Stripe payment-event records are subject to a 60-day database TTL; this is not a retention limit for every invoice, subscription or accounting record.
Support messages, reports, withdrawal declarations and request records	Needed to resolve the matter and for any justified follow-up, compliance or claims period, taking account of the sensitivity of the contents. This includes withdrawal acknowledgments and correspondence retained in the GoDaddy-hosted support mailbox; deleting a Platform account does not automatically erase those emails.

Category	Retention criteria
Diagnostic, security and access logs	Limited to the period needed for fault investigation, security and abuse prevention, unless a specific incident or legal hold requires restricted retention of relevant entries.
Backups and provider-held copies	Subject to defined expiry or deletion cycles and the relevant provider instructions or legal obligations. A backup is not a basis to restore deleted information to routine use.

The 30-day and 60-day TTL periods apply to the specified records in our database, not to all copies held by Stripe, email providers or other recipients. TTL expiry and physical storage cleanup are distinct; physical removal can occur during subsequent database maintenance. Withdrawal declarations, acknowledgments and records needed to demonstrate their handling are governed by the separate request-record criteria above, not automatically by the Stripe payment-event TTL.

What cancellation and deletion do

Cancelling subscription renewal normally leaves your account and content on the Free plan. A valid withdrawal from the subscription contract ends the affected Subscription and leads to any cancellation or refund required under the Terms of Use, but does not itself delete your Platform account or constitute a personal-data erasure request. Deleting a book and deleting an account are also distinct operations, and some book deletion is processed in the background.

Closing your account does not necessarily require immediate deletion of every record. We delete personal information that is no longer needed and retain particular records only where there is a continuing lawful reason. You may contact us about retained information or exercise your statutory erasure rights.

We may retain particular information where there is a continuing lawful need, for example a required accounting record or evidence for a legal claim. We will explain applicable limits when responding to your request, restrict retained information to the justified purpose, and require deletion when that purpose ends.

Copies lawfully made by other users are not automatically recalled when an original book is deleted.

9. Security

The backend uses account authentication and access controls, and local account passwords are stored as hashes. Protecting information also requires appropriate operational measures, including limiting authorised access, managing credentials, minimising personal information in logs, and handling security incidents. No particular certification or guarantee of complete security is implied by this policy.

No storage or transmission system is risk-free. That limitation does not waive our obligations to implement appropriate safeguards, investigate incidents, or notify affected people and authorities where required by law.

Keep your credentials secure and report suspected unauthorised access using the contact details in section 15. Do not include passwords, full payment-card details or access tokens in support messages.

10. Your privacy rights

Depending on the law that applies and the circumstances, you may have the right to:

- Obtain confirmation of processing, access your personal information, and receive a copy and information about its use and recipients.
- Correct inaccurate information and complete incomplete information.
- Request erasure where the legal conditions are met, or restrict processing in specified circumstances.
- Receive information you provided in a structured, commonly used, machine-readable format, and have it transmitted to another controller where legally required and technically feasible.
- Object, for reasons relating to your situation, to processing based on legitimate interests. We must stop unless a permitted overriding ground or legal-claims basis applies.
- Object at any time to processing for direct marketing, including related profiling; that objection does not require a special reason.
- Withdraw consent at any time, without affecting the lawfulness of processing before withdrawal.
- Exercise applicable safeguards concerning solely automated decisions with legal or similarly significant effects, including human intervention and contesting a decision where required.
- Complain to a competent data-protection authority and seek judicial remedies.

These rights are not limited to people with an account. They can apply to information about you contained in another person's upload or report. We must consider other people's rights and

lawful exceptions, but those considerations do not justify a blanket refusal.

For GDPR complaints, you may contact the Bulgarian Commission for Personal Data Protection or a competent authority in the country of your habitual residence, place of work or the alleged infringement. Where UK or Swiss law applies, the relevant authorities include the UK Information Commissioner's Office and the Swiss Federal Data Protection and Information Commissioner. You do not have to complain to us first or wait for our response before approaching a competent authority.

Residents of other countries may also have statutory rights. Section 12 addresses potentially applicable US rights, and section 16 explains how to submit a request. We do not claim that every privacy law applies to every user or processing activity.

11. Cookies and browser storage

The Service itself does not use cookies. We use authentication tokens to manage access. Those tokens are stored in your browser's local storage and are essential for the operation of the Service. Blocking essential storage may prevent sign-in and other account-dependent features from working. Integrated payment, sign-in and abuse-prevention services may use their own cookies or similar technologies.

Kaigan Club does not deploy cookies or similar technologies for its own advertising profiling or non-essential analytics, or commission those activities on its behalf. This does not establish that third-party integrations never use such technologies for their independent purposes.

12. United States privacy rights

US privacy rights depend on your state, the processing involved and whether the relevant law applies to Kaigan Club. Where applicable, rights may include access, correction, deletion, portability, limits on certain sensitive-information uses, and opting out of sale, targeted advertising, sharing for cross-context behavioural advertising, or specified profiling.

We do not sell personal information or disclose it for cross-context behavioural advertising. Disclosures to service providers remain subject to their actual purposes, contracts and legal requirements.

If applicable California law entitles you to information about disclosures for third parties' direct marketing, you may request it using section 16. Other applicable state-law rights may include using an authorised agent, receiving an explanation of a refusal and appealing a decision.

Contact the same privacy address to submit an appeal, identifying the decision and why you believe it should be reconsidered. This does not replace access to an attorney general or other competent authority where available.

We will not unlawfully discriminate against you for exercising privacy rights.

13. Children and young people

Under our Terms of Use, the Services are offered to adults with legal capacity to use them, not to minors. If you believe a child has created an account or provided personal information improperly, contact us so we can investigate and take appropriate action, including restriction or deletion where required.

Information about children can also appear in text uploaded by adults. Adult-only account eligibility does not remove our obligations to protect that information or respond to the rights of the people concerned.

14. Changes to this policy

We may update this policy when our practices or legal obligations change. Each approved version will have an effective date. We will provide appropriate advance notice of material changes, including direct notice to registered users where required, and explain any new purpose before the affected processing begins. Urgent legal or security changes may require shorter notice, without removing applicable rights.

Publishing a revised notice does not retrospectively authorise processing, replace required consent, or expand permission to use User Content. If a change also changes our contractual commitments, the notice, acceptance and other protections in section 14 of the Terms of Use apply. A new optional purpose requires the necessary legal basis and any separate permissions before it starts.

15. Contact details

For privacy questions, requests or complaints, contact us at:

Rila Solutions AD

"Academic Georgi Bonchev" Street, building 27

Sofia 1113, Bulgaria

Phone: (+359) 2 97096100

Email: support@kaiganclub.com

Data Protection Officer

We have appointed a Data Protection Officer (DPO). You may contact our DPO about the processing of your personal information and the exercise of your data-protection rights by writing to:

Confidential: Data Protection Officer

Rila Solutions AD

"Academic Georgi Bonchev" Street, building 27

Sofia 1113, Bulgaria

Please mark the envelope "Confidential: Data Protection Officer". Correspondence addressed this way will be routed confidentially to the DPO. The support email above remains available for general privacy questions and requests; it is not designated as the DPO's confidential mailbox.

16. Making a privacy request

You may email or write to us using section 15, or use the relevant account controls where available. Explain what information or processing your request concerns and provide enough information to help us locate it. An account is not required, and there is no mandatory wording or requirement to use a particular form.

We may ask for proportionate additional information if reasonably needed to confirm your identity, locate the relevant records or verify an agent's authority. We will not routinely require a copy of an identity document where a less intrusive check is sufficient. Do not send passwords or unnecessary sensitive information.

For requests under the GDPR, we will respond without undue delay and within one month of receipt, subject to a legally permitted extension. Where necessary because of the complexity or number of requests, we may extend by up to two further months, informing you within the first month and explaining why. Requests under other applicable laws will be handled within their required deadlines and extension rules.

Requests are normally free of charge. A fee or refusal is possible only where applicable law permits it, such as a manifestly unfounded or excessive request under the GDPR, and we must explain the basis. If we cannot fulfil all or part of a request, we will explain the reason and available complaint or appeal routes within the applicable deadline.