



## LIVE GAMER, INC.

### ONLINE PRIVACY POLICY

Live Gamer respects your privacy and is committed to protecting the personal information that you may provide to us or that we may collect while you are using our web sites or our applications, software, or related services made accessible through our web sites, third-party web sites, or through other online access points.

#### 1. SCOPE OF THIS POLICY

This privacy policy ("**Policy**") explains how we use, collect, and disclose your personal information with respect to your use of (1) our web site currently located at <http://www.livegamer.com> and any successor web sites, related web sites, or other online access points made available by us (collectively, the "**Site**"); (2) the applications or other software related to the Live Gamer properties that we make downloadable at, or otherwise accessible through, the Site, third-party web sites, or other online access points, including widgets and mobile applications (collectively the "**Software**"); and (3) the services offered by us through the Site and in connection with the Software, including any such services offered by us through third-party web sites or other online access points (collectively, the "**Services**").

THIS POLICY DOES NOT APPLY TO THE PRACTICES OF COMPANIES THAT WE DO NOT OWN OR CONTROL, SUCH AS PRACTICES BY OUR THIRD-PARTY PARTNERS IN CONNECTION WITH THEIR WEB SITES, THEIR SOFTWARE, OR THEIR SERVICES, ANY OF WHICH MAY BE ACCESSIBLE VIA A LINK ON OUR SITE OR THROUGH OUR SOFTWARE.

From time to time, we may add new web sites other than those listed above, but they will provide a link to this Policy and will be governed by its terms. Such web sites are included in the definition of the "Site," as that term is used in this Policy.

References in this Policy to "**Live Gamer**," "**we**," "**us**," and "**our**" refer to Live Gamer, Inc., a Delaware corporation, its subsidiaries, and its affiliates.

#### 2. PERSONAL INFORMATION WE COLLECT

We may collect various types of personal information about you, including personally identifiable information. "Personally identifiable information" means information that can be used to identify or contact you, such as your name, address, telephone number, mobile number, or e-mail address.

We may collect personal information in a number of ways through the Site, Software, and Services, such as when you provide it voluntarily to us in connection with registering, creating a profile, engaging in a transaction, or sending an e-mail or other type of message to us or another user, or participating in interactive forums or features of the Site, Software, or Services. If we collect information from you off-line and it is linked with personal information, we will treat that information as personal information. Some personal information may also be automatically collected through the use of the Site, Software, or Services, as described below. When you engage in fee-based activities, you will be required to provide necessary billing information such as your real name, credit card or other payment information, and street address.

Personal information does not include aggregate information, which is data we collect about the use of the Site, Software, and Services, or categories of users and uses, from which personal information has been removed. Aggregate data is used for a number of purposes, such as to help us understand user needs and preferences so that we can improve our products and services. Aggregate data includes anonymous, aggregated profiling and session data derived from information that you have provided to us through surveys, questionnaires, polls, etc., but which is not tied to any personal information. Aggregated anonymous information also includes information about site usage and the customer base.

As part of the registration process or engagement process for some services, you may be asked to provide information that does not personally identify you. For example, you may be asked to provide information concerning your entertainment preferences, purchasing habits, and the like. This information is generally optional but may be included in your account profile and tied to personal information. We request this information in order to understand you better and to also bring to your attention new services, programs, or offers that may be of interest to you.

In many cases, we will automatically collect certain non-personal information about your use of the Site, Software, or Services. We might collect, among other things, information concerning the type of Internet browser or computer operating system you are using, the domain name of your Internet service provider, your “click path” through the Site, your Internet protocol addressing and traffic information, and the web site or advertisement that was linked to or from the Site when you visited. To do this, we may use cookies and other technology (see below). Your visits to the Site, and information provided through these technologies, will be anonymous, unless you provide us with personal information or have provided such information in the past. For example, if you’ve created a membership account, your account information (including name, e-mail address, and billing and shipping information) may be linked to items you purchase at the Site or through the Software or Services (i.e., purchasing history).

*A Special Note About Information Disclosed to Us by Third Parties.* In some cases, third parties to whom you have provided your personal information – e.g., the operator or controller of a third-party web site or other online access point from which you have accessed the Software or Services – may share your personal information with us, including, if applicable, such things as your name, your user name or user ID, profile picture, date of birth, gender, contact e-mail, connections, user names of members of your social network, profile pictures of members of your social network, content that you have opted to make available to the public, and the location of your computer or other access device. As highlighted above, any personal information that you have provided to a third party is subject to that third party’s privacy policy, including, if applicable, any “privacy settings” that you may have selected as part of your management of your account with that third party. Such information is not subject to this Policy. However, because we are committed to protecting the personal information of our users, we will use reasonable efforts to protect such information as if it were personal information that you had disclosed to us pursuant to this Policy.

### **3. USES OF PERSONAL INFORMATION**

We use personal information that we collect to process your requests or transactions; to provide you the Services; to provide you with other information or services you request from time-to-time; to inform you about other information, events, promotions, products, or services we think will be of interest to you; to learn more about and improve the Services; and for the purpose for which information was provided. For example, personal information may be used to:

- Provide you with the Services that you request, complete any transactions, or enable your use of the various features and functionalities of the Site, Software, and Services;
- Send you welcoming, account-related, or other customer service-related e-mails, SMS text messages, or other forms of electronic communication;
- Contact you about our, or a third party's, services, products, activities, special events, or offers;
- Respond to your e-mails, SMS text messages, submissions, comments, requests, or complaints;
- Respond to your request for recovery of a username or password;
- Request feedback and to enable us to develop, customize, and improve the Site, the Software, the Services, and new offerings; and
- Enable you to participate in certain of our sweepstakes, contests, surveys, and other promotions, if offered.

#### 4. SHARING OF PERSONAL INFORMATION

We do not sell or rent personal information to third parties or share personal information with third parties, including for direct marketing purposes, except as described in this Policy or with your consent. We may provide access to or share personal information with consultants, vendors, and service providers ("**Service Providers**") who perform functions on our behalf in order to carry out their work.

The Site, Software, or Services, may include certain online communities and other interactive features in connection with which you may choose to create a user profile (including, but not limited to, a "public profile"). We may display the information that you include in your user profile to other users of the Site, Software, or Services, including members of the community and, in the case of your public profile, to visitors. In connection with the creation of your user profile, you may choose to provide us with information and content – for example, your photos and videos – that is in addition to the other information that you provide to us or that we collect (as further described in this Policy). By providing us with such additional information and content, you agree that we may make that additional information and content available to other users of the Site, Software, or Services, including members of the community and, in the case of such additional information and content that you include in your public profile, to visitors.

We also may share your information with law enforcement or other appropriate authorities, our business partners, or other third parties if we have a reasonable, good-faith belief that the disclosure of such information to such parties is necessary or advisable in order to: (a) comply with legal process; (b) enforce our rights and agreements, including our rules, policies, and guidelines; (c) respond to claims that any content that you have posted or otherwise made available on the Site or through the Software or Services violates the rights of third parties, including the legal rights of any of our partners; (d) protect the rights, property, or personal safety of us, our employees, our business, our users, our business partners, or the general public (including, but not limited to, victims of abuse – see below); or (e) prevent and protect us and our users from illicit, fraudulent, abusive, unlawful, or unauthorized use of the Site, Software, or Services. Your personal information also may be disclosed or transferred as part of, or during negotiations of, any merger, sale of company assets, financing, or acquisition or in any other situation where personal information may be transferred as one of our business assets.

*A Special Note About Potential Victims of Abuse.* Notwithstanding any other provision of this Policy or our Terms and Service, we reserve the right, but have no obligation, to disclose any information that you

submit to us, if in our sole opinion, we suspect or have reason to suspect, that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that we, in our sole discretion, deem appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You understand and acknowledge that we are permitted to make such disclosure.

## **5. ONLINE COMMUNITIES**

As mentioned above, the Site, Software, and Services may include certain online communities and other interactive features, such as user profiles (including public profiles), forums, message boards, and chat rooms. You may be asked to provide your name, choose a user or member name, and/or choose a password in order to participate in certain features of the Site, Software, or Services. In certain cases, the Site, Software, and Services, such as the online communities, may use your first name as your user name or user ID automatically in connection with certain features. As such, your first name may be available to and accessible by the general public while you participate in such features. Further, information you post in any public areas of the Site or through the Software or Services is publicly available and may be shared with other users. To the extent that you create a public profile that may be available to others users, you are solely responsible for its content and accuracy at all times. To edit, change, or delete such information or change your privacy preferences, follow the instructions on the Site or available through the Software. Although we strive to use reasonable efforts to implement these privacy preferences, no system or security measure is perfect or impenetrable. You should always be cautious when giving out personal information to others in public online forums. We are not responsible for protecting such information that you may disclose to third parties through our Site, Software, or Services (e.g. sending your contact information to another user via a forum, message board, or chat room).

IF PARENTS OF MINORS CHOOSE TO ALLOW THEIR CHILDREN TO USE THE SITE, SOFTWARE, OR SERVICES, WE STRONGLY ENCOURAGE SUCH PARENTS TO CAREFULLY SUPERVISE THEIR CHILDREN'S ACTIVITY IN ANY AND ALL PUBLIC FORUMS AND TO CAUTION THEIR CHILDREN NOT TO SHARE ANY PERSONAL INFORMATION (SEE BELOW).

## **6. USE OF COOKIES AND WEB BEACONS**

The Site and some Services and advertisements on our Site, may contain "cookies." A cookie is a piece of data that is sent to your web browser, which stores the cookie on your computer if your browser is enabled to accept cookies. "Web beacons" (also known as clear gifs and "web bugs") assist in the delivery of cookies. We use cookies and web beacons, and also frames, server log analysis, and other technology, to customize your experience with the Site and Services. We do not link personally identifiable information to web beacons nor do we transfer any data collected through web beacons to third parties. Most internet browsers will allow you to erase cookies from your hard drive, block acceptance of cookies, or receive a warning before a cookie is stored. If you block cookies, some portions of the Site, Software, or Services may not function properly.

We do not control cookies in third-party advertisements, and we encourage you to check the privacy policies of advertisers and/or advertising services to learn about their use of cookies, web beacons, and other technology. We may also use a third-party advertising company to display advertisements on the Site. These companies may use information about your visits to this and other web sites in order to

provide advertisements on the Site and other web sites about goods and services that may be of interest to you.

For more information about cookies and web beacons, go to [http://en.wikipedia.org/wiki/HTTP\\_cookie](http://en.wikipedia.org/wiki/HTTP_cookie) and/or [http://en.wikipedia.org/wiki/Web\\_bug](http://en.wikipedia.org/wiki/Web_bug).

## **7. PROTECTING PERSONAL INFORMATION**

We strive to protect personal information while it is under our control. If you elect to become a registered user of the Site, Software, or Services, your Live Gamer account information is accessible online only through the use of a password. However, as mentioned above, there may be numerous circumstances in which you will use or access the Software or Services through a web site or other online access point operated and controlled by a third-party, in which case any information related to the account that you maintain with such third party is subject to that third party's privacy policy, including, if applicable, any "privacy settings" that you may have selected as part of your management of your account with that third party and the account password that you maintain with such third party. To help protect the confidentiality of personal information, you must keep your passwords confidential and not disclose them to any other person. You are responsible for your account names, passwords, and other user IDs and all uses of the Site, Software, and Services by any person using your account names, passwords, or other user IDs, and you acknowledge that it is solely your responsibility to maintain the confidentiality of your account names, passwords, and user IDs and keep track of who is using your Live Gamer account or third-party accounts, as applicable. If you suspect any unauthorized use of your accounts, or if you believe your account names, passwords, or user IDs have been compromised, immediately notify us or, if applicable, the third party (see contact information in Section 18, below).

For more information on steps that you can take to protect your personal information, refer to the Frequently Asked Questions (or FAQs) available on the Site.

## **8. OPTING OUT**

If you do not wish to receive promotional e-mail from us about our products and services, you may opt out at the time of registration or information collection. If you wish to change your contact preferences at a later date, you may login to your account settings online and update your contact preferences. You have the ability to choose, through your account settings, whether or not to allow other users to contact you through private messaging or e-mail. Please note, even if you opt out of receiving promotional e-mail from us, you may still receive operational e-mails or SMS text messages, including messages relating to transactions or Services you have specifically requested, responding to any e-mail from you to us, notifying you of updates or changes to our policies and procedures, or that otherwise provide you with information we believe is important to users of the Site, Software, or Services. Our systems require time to update, so your opt out requests may not update immediately.

## **9. SPECIAL NOTICE REGARDING CHILDREN**

### **a. Children Under the Age of 13 Years**

The Site, Software, and Services are not designed for or directed to children under the age of 13 years. As such, we do not knowingly permit children under the age of 13 years to register to use the Site, Software, or Services, and except as otherwise required by law, we will not knowingly collect, maintain,

or disclose any personal information from children under the age of 13 years. If you are under the age of 13 years, you may not register to use the Site, Software, or Services; create a user account; sign up for any Service; or download or otherwise access Software from the Site, third-party sites, or other online access points. Further, you are not eligible to enter any of our sweepstakes, contests, surveys, or other promotions, if offered.

**b. Children Between the Ages of 13 and 18 Years**

At this time, the Site, Software, and Services are not intended for children between the ages of 13 and 18 years (or the age of majority in your jurisdiction, if it is older than 18 years). However, we may, from time-to-time, offer all or a portion of the Site, or certain of the Software or Services, to children between the ages of 13 and 18 years (or the age of majority in your jurisdiction, if it is older than 18 years). If you are between such ages, please let your parent or legal guardian know about this Policy and get his or her permission before you give us any of your personal information; before you use any of our message boards, instant message services, chat features, or the like; before you sign up for any subscription services; and before you access or download any Software. Do not post your real name on a web site, message board, or similar communications feature, and never tell anyone online anything private about yourself or your family, including your telephone number, mobile number, e-mail address, and street address. Use screen names at all times. If you win a sweepstakes or contest that has a prize, your parent or legal guardian will have to mail or fax us a signed note at the street address or fax number listed in the rules for the specific sweepstakes or contest that says you have his or her permission to enter, and tells us he or she will accept the prize on your behalf. Some portions of the Site, or certain of the Software or Services, may have special rules for children under the age of 18 years of age (or the age of majority in your jurisdiction, if it is older than 18 years). When you are in those areas or using that Software or Services, you must follow those rules.

**c. Information for Parents and Guardians**

We encourage parents and legal guardians to spend time online with their children to become familiar with the types of content available on the Internet, including the Site, Software, and Services. Parents and legal guardians should regularly oversee their children's use of e-mail, message boards, chat rooms, and other online communications and transactional features. Control tools are available from online services and software manufacturers that can help provide a safe online environment for children.

If you are a parent or legal guardian who has discovered that your child has submitted his or her personal information without your permission or consent, we will take reasonable steps to remove that information from the our database at your request. To request removal of your child's information, please send us an e-mail (to the address below) and be sure to include in your message the same account name (or user ID), password, and e-mail address that your child submitted. If your child has used your credit card or other approved payment method on the Site or in connection with use of the Software or Services without your permission, contact our customer support personnel immediately.

**10. SPECIAL NOTICE REGARDING SWEEPSTAKES, CONTESTS, SURVEYS, AND OTHER PROMOTIONS**

We may, from time to time, offer sweepstakes, contests, surveys, and other promotions on the Site or in connection with the Software or Services. In such cases, you may be asked to provide additional personal information, such as your mailing address. In each such case, no new personal information will be collected from you without your consent. This information may be collected by us or by Service Providers, such as third-party co-sponsors or vendors for the promotion. Our use of any such

information will be governed by this Policy. The names of third parties, such as Service Providers (other than Service Providers hired by us to conduct, administer, and execute a promotion on our behalf), will be disclosed to you when you are asked to sign up for the sweepstake, contest, survey, or other promotion. You should review such third parties' privacy policies to see how they may use any information that you disclose to them or that they collect from you.

#### **11. SPECIAL NOTICE REGARDING RESUME SUBMISSIONS AND ONLINE JOB APPLICATIONS**

We may, from time-to-time, allow for the online submission of resumes and job applications. Please be advised that information (including personal information) contained in a job applicant's resume or otherwise submitted to us in a business capacity is not subject to the terms of this Policy. The information obtained from your resume will only be used for the purpose of accepting and evaluating your submission for a job and contacting you in connection with that purpose.

#### **12. SPECIAL NOTICE FOR PERSONS OUTSIDE THE UNITED STATES**

You understand and acknowledge that we operate in the United States and that the Site, Software, and Services are controlled and offered by us from our facilities in the United States. We make no representations that the Site, Software, and Services are appropriate or available for use in other locations or jurisdictions. Those who access or use the Site, Software, or Services from other locations or jurisdictions do so at their own volition. Further, you understand and acknowledge that this Policy is intended to cover the use, collection, and disclosure of information on the Site, or in connection with the Software and Services, from residents of the United States. IF YOU ARE VISITING THE SITE OR USING THE SOFTWARE OR SERVICES FROM OUTSIDE THE UNITED STATES, PLEASE BE AWARE THAT YOUR INFORMATION MAY BE TRANSFERRED TO, STORED, AND PROCESSED IN THE UNITED STATES WHERE OUR SERVERS ARE LOCATED AND OUR CENTRAL DATABASE IS OPERATED. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. Please be assured that we seek to take reasonable steps to ensure that your privacy is protected. By using the Site, Software, and Services, you understand and acknowledge that your information will be transferred to and processed in our facilities in the United States and the facilities of the third parties with whom we share it as described in this Policy.

#### **13. LINKS TO OTHER WEB SITES**

Links from the Site or the Software to third party web sites are provided for your convenience. Any personal information you provide on the linked pages is provided directly to that third party and is subject to that third party's privacy policy, not ours.

#### **14. CONTACT INFORMATION TO CORRECT AND UPDATE PERSONAL INFORMATION OR OBTAIN ADDITIONAL INFORMATION**

If you have any questions, complaints, or comments regarding this Policy or our practices relating to the Site, Software, or Services, or you wish to verify, correct, or delete any personal information we have collected, please contact our customer support personnel. We will endeavor to respond to your inquiry or information request to the extent possible.

**15. OTHER IMPORTANT AGREEMENTS THAT GOVERN YOUR USE OF OUR SITES, PRODUCTS, SERVICES, AND SOFTWARE**

In addition to this Policy, your rights and obligations concerning the Site, Services, and Software are governed by the applicable terms of service, the applicable software's end user license agreement and/or terms of use, and other applicable rules, policies, guidelines, and requirements. This Policy does not alter, in any way, the terms or conditions of any other agreement you may have with us or our affiliates for products, services, software, or otherwise. When you sign up to use our products, services, or software, please review each such agreement carefully, as you must agree to be bound by each such agreement before you may use the applicable product, service, or software.

**16. SECURITY OF THE PERSONAL INFORMATION WE HAVE COLLECTED**

While we take precautions against possible breaches in our web sites and customer databases, no web site or Internet transmission is completely secure. Consequently, we cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. Your use of the Site, Software, and Services is at your own risk. We urge you to take steps to keep your personal information safe by memorizing your password or keeping it in a safe place (separate from your account information or user ID), logging out of your user account, and closing your web browser.

We use a security technology known as a secure-socket-layer (or SSL) to protect the transmission of payment information to the Site or in connection with use of the Software. Unless otherwise specified herein, on the Site, or as part of the Service (i.e., where you make a purchase), credit card numbers are used only for payment processing and are not retained for marketing purposes.

**17. NOTICE OF CHANGES TO THIS POLICY**

We reserve the right to revise and update this Policy at any time. Notice of any revisions or updates to this Policy will be posted in this section of the Site, and any such revisions or updates will be effective upon the posting of such notice, unless otherwise expressly stated. Your continued use of the Site, Software, or Services, after the posting, will constitute your acceptance of those revisions and updates. Therefore, you should frequently review this Policy to understand the terms and conditions that govern use of information that you provide to us. If you do not agree to any revisions or updates to this Policy as they may occur, you must terminate your registration immediately and discontinue your use of the Site, Software, and Services.

**18. QUESTIONS**

Please feel free to contact us at any time by sending an e-mail to [privacy@livegamer.com](mailto:privacy@livegamer.com), if you have further questions about Live Gamer or this Policy or if you want to receive a previous version of this Policy.

**19. CALIFORNIA RESIDENTS: YOUR CALIFORNIA PRIVACY RIGHTS**

Under the laws of the State of California, U.S.A., residents of California who have an established business relationship with Live Gamer or one of its subsidiaries may choose to opt out of Live Gamer disclosure of personal information about them to third parties for direct marketing purposes. As detailed above (see Section 4), our policy is not to disclose personal information collected online to a

third party for direct marketing purposes without your consent. If you choose to opt-out at any time after granting your consent, please e-mail us at [privacy@livegamer.com](mailto:privacy@livegamer.com)

**Effective Date:** January 13, 2011