



LIVE GAMER, INC.

ONLINE PRIVACY POLICY

Live Gamer respects your privacy and is committed to protecting the personal information that you may provide while using our web site and our software and services available on our web Site.

1. SCOPE OF THIS POLICY

This privacy policy ("**Policy**") explains how Live Gamer uses, collects, and discloses your personal information with respect to your use of our web site located at <http://www.livegamer.com> and any related web sites or other access points made available by Live Gamer (the "**Site**"); the Live Gamer software related to, downloadable at, or otherwise accessible in connection with the Site, including widgets and mobile applications (the "**Software**"); and the Live Gamer services made available on or accessible via the Site or through use of the any Live Gamer software, including, but not limited to, the Software, and also including any such Live Gamer services accessed via our third-party partners' web sites (collectively, the "**Services**").

This Policy does not apply to the practices of companies that Live Gamer does not own or control, such as our third party partners' web sites, their software, or their services, all of which may be accessible via a link on our Site.

From time to time, Live Gamer may add new web sites that may not be 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., its subsidiaries, and its affiliates.

2. PERSONAL INFORMATION WE COLLECT

We may collect various types of information about you, including personal information. Personal information means information that specifically identifies you, such as your name, address, telephone number, and e-mail address.

We may collect personal information in a number of ways through the Site, the Software, and the Services, such as when you provide it voluntarily to us in connection with registering, creating a profile, sending an e-mail or message to us or another user, or participating in interactive forums or features of the Site, the Software, or the 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, the Software, or the Services, as is 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, the Software, and the 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 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. Live Gamer requests this information 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, Live Gamer will automatically collect certain non-personal information about your use of the Site, the Software, or the Services. Live Gamer 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, Live Gamer 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).

3. USES OF PERSONAL INFORMATION

We use personal information that we collect to process your requests or transactions; to provide you with information or services you request; 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 you request and to complete any transactions or enable the use of any features;
- Send you a welcoming or account-related or customer service e-mail;
- Contact you about our, or a third party’s, services, products, activities, special events, or offers;
- Respond to your e-mails, 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 some of our sweepstakes, contests, surveys, and other promotions.

4. SHARING OF PERSONAL INFORMATION

Live Gamer does not sell or rent personal information to third parties or share personal information with third parties, 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.

We also may share your information with law enforcement or other appropriate authorities, partners of Live Gamer, or other third parties, if we have a good-faith believe that such disclosure is reasonably necessary or appropriate 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 violates the rights of third parties, including the legal rights of any partners of Live Gamer; (d) protect the rights, property, or personal safety of Live Gamer, Live Gamer's employees, Live Gamer's business, Live Gamer's users, partners of Live Gamer, or the public; or (e) to prevent and protect Live Gamer and our users from fraudulent, abusive, unlawful, or unauthorized use of the Site. 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 the business assets of Live Gamer.

5. ONLINE COMMUNITIES

The Site, the Software, and the Services may include certain online communities and other interactive features, such as user profiles, forums, message boards, and chat rooms. You may be asked to choose a user or member name and password in order to participate in certain features of the Services, which will be available to and accessible by the general public while you participate in some features of the Services, such as the online communities. Please do not use your real name (or anyone else's real name). Information you post in such public areas of the Site 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. 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 Services (e.g. sending your contact information to another user through the chat service).

We strongly encourage parents to supervise their children's activity in public forums and to caution them 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. Clear gifs (or web beacons) assist in the delivery of cookies. We use cookies, clear gifs, frames, server log analysis, and other technology to customize your experience with our Site

and the Service. 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 and the Service may not function properly.

We do not control cookies in third-party ads, and we encourage you to check the privacy policies of advertisers and/or ad services to learn about their use of cookies and other technology. We may also use a third-party advertising company to display ads on the Site. These companies may use information about your visits to this and other web sites in order to provide advertisements on this Site and other web sites about goods and services that may be of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, please click here http://en.wikipedia.org/wiki/HTTP_cookie.

7. PROTECTING PERSONAL INFORMATION

We strive to protect personal information while it is under our control. Your account information is accessible online only through the use of a password. To help protect the confidentiality of personal information, you must keep your password confidential and not disclose it to any other person. You are responsible for your account name, password, and other user identifications (or ID) and all uses of the Site by any person using your account name, password, or other user ID, and you acknowledge that it is solely your responsibility to maintain the confidentiality of your account name, password, and user ID and keep track of who is using your account. If you suspect any unauthorized use of your account, or if you believe your account name, password, or user ID have been compromised, notify us immediately.

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 Live Gamer 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 Live Gamer, you may still receive operational e-mails, 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, the Software, or the 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, the Software, and the Services are not designed for or directed to children under the age of 13 years. As such, Live Gamer does not knowingly provide memberships to children under the age of 13 years, and except as otherwise required by law, Live Gamer 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 create an account on the Site, you may not sign up for any Service or download or

otherwise access any downloadable Software from the Site, and you are not eligible to enter any of our sweepstakes, contests, surveys, or other promotions.

b. Children Between the Ages of 13 and 18 Years

If you are between the ages of 13 and 18 years, please let your parent or 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 board, instant message, or chat features; 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 or message board, and never tell anyone online anything private about yourself or your family, including your phone number and address. Use screen names at all times. If you win a sweepstakes or contest that has a prize, your parent or guardian will have to mail or fax us a signed note at the 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 they will accept the prize on your behalf. Some areas of the Site may have special rules for children under the age of 18. When you are in those areas, you must follow those rules.

c. Information for Parents and Guardians

Live Gamer encourages parents and guardians to spend time online with their children to become familiar with the types of content available on the Internet, including the Site, the Software, and the Services. Parents and 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 guardian who has discovered that your child has submitted his or her personal information without your permission or consent, Live Gamer will take reasonable steps to remove that information from the Live Gamer 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 on the Site without your permission, contact us immediately by visiting <http://www.livegamer.com/contact.php>.

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

Live Gamer may, from time to time, offer sweepstakes, contests, surveys, and other promotions on the Site. 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 Live Gamer or by Service Providers, such as third-party co-sponsors or vendors for the promotion. Live Gamer's use of any such information will be governed by this Policy. The names of third parties, such as Service Provider (other than Service Providers hired by Live Gamer to conduct, administer, and execute a promotion on behalf of Live Gamer), 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 they collect from you.

11. SPECIAL NOTICE REGARDING RESUME SUBMISSIONS AND ONLINE JOB APPLICATIONS

Live Gamer 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 Live Gamer in a business capacity is not subject to the terms of this Privacy 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 acknowledge that Live Gamer operates in the United States and that all information collected using the Site, the Software, or the Services is governed by the laws of the United States.

13. LINKS TO OTHER WEB SITES

Links from the Site 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, the Software, or the Services, or you wish to verify, correct, or delete any personal information we have collected, please contact us at <http://www.livegamer.com/contact.php>. 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 web site terms of use, 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 Live Gamer, or its subsidiaries or 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 Live Gamer takes precautions against possible breaches in its web sites and customer databases, no web site or Internet transmission is completely secure. Consequently, Live Gamer cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. Your use of the Site, the Software, and the Services is at your own risk. Live Gamer urges 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.

Live Gamer uses a security technology known as a secure-socket-layer ("**SSL**") to protect the transmission of payment information to the Site. Unless otherwise specified herein or on the Site 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 and in our sole discretion. 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, the Software, or the 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 with the Site immediately and discontinue your use of the Site, the Services, and the Software.

18. QUESTIONS & CONTACT INFORMATION

Questions or comments about this Policy may be directed to Live Gamer at the following web site address: <http://www.livegamer.com/contact.php>.