



# TERMS OF USE & PRIVACY POLICY

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**SCOPE:** This document is a combination of our Terms of Use (Section I), Privacy Policy (Section II), and Contact Information (Section III) respectively. Please direct all questions, comments, and concerns to Section III.

## SECTION I - TERMS OF USE

### 1. Acceptance of Terms

The following agreement outlines your obligations when using the Krieger Gaming website available at <https://KriegerGaming.com>, (the “Site”) the Krieger Gaming Discord Server, social media pages, and any other pages our services owned and operated by Krieger. These services are accessed by you under the terms of use described below (“Terms of Use”).

Please read these terms of use carefully before accessing or using the services. By accessing the services or any content on the services, you agree to become bound by these terms and conditions. If you do not agree to all the terms and conditions, then you may not access our services or content. Krieger’s acceptance is expressly conditioned upon your assent to all of these terms and conditions, to the exclusion of all other terms; if these terms and conditions are considered an offer by Krieger, acceptance is expressly limited to these terms.

### 2. Modifications of Terms of Use

Krieger reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, Krieger Gaming will notify you by posting an announcement on the Site. What constitutes a “material change” will be determined at Krieger’s sole discretion, in good faith and using common sense and reasonable judgment. You are responsible for reviewing and becoming familiar with any such modifications. Use of the Services by you following such notification constitutes your acceptance of the terms and conditions of the Terms of Use as modified.

### 3. Description of Service

These Terms of Use are incorporated with our Privacy Policy and apply to your use of Krieger Gaming’s Services. Krieger Gaming may offer to provide certain services and content which shall include, but not be limited to, any service Krieger Gaming performs for you, as well as the offering of any content displayed, transmitted or performed on or through the Services (including, but not limited to content, text, user comments, messages, information, data, graphics, news articles, photographs, images,

illustrations, software, audio clips and video clips (together, the “Content”). Krieger Gaming may change, suspend or discontinue the Services including any Content for any reason, at any time, including the availability of any service, feature, or Content, with or without notice to you. Krieger Gaming may also impose limits on certain features, services, or Content or restrict your access to parts or all of the Services with or without notice to you.

#### **4. General Disclaimer**

Krieger Gaming is not a professional health care service. Krieger Gaming provides general information and discussion about medicine, health, and related subjects. The content and materials posted or provided by our organization, including any linked or referenced materials, are not intended and should not be construed as medical advice. All health or medical concerns should be discussed with a licensed health care professional. Never disregard the opinions or recommendations of a licensed health care professional for something found in or posted by our organization. The views expressed in and by members of Krieger Gaming have no relation to healthcare, academic, or other professional sources.

Additionally, Krieger Gaming provides information and discussion about a wide range of topics, including legal information, and is not intended to constitute legal advice. Instead, all information, content, and materials available on in Krieger Gaming are for general informational purposes only. Information we provide may not be the most up to date information available. We often provide links to other third-party websites. Such links are only for the convenience of the reader, user or browser; Krieger Gaming does not recommend or endorse the contents of third-party sites, except where specifically stated.

No reader, user, or browser of this site should act or refrain from acting on the basis of information provided by Krieger without first seeking legal advice from counsel in the relevant jurisdiction. The views expressed at, or through, Krieger are those of the individuals writing in their individual capacities only – not those of Krieger Gaming as a whole. All liability with respect to actions taken or not taken based on the contents of this site are hereby expressly disclaimed. The content on this posting is provided "as is;" no representations are made that the content is error-free.

#### **5. User Conduct**

As a condition of your use of the Services, you promise not to use the Services for any purpose that is unlawful, prohibited by these Terms of Use, or any other purpose not reasonably intended by Krieger Gaming. By way of example, and not as a limitation, you agree not to use the Services:

- To abuse, harass, threaten, impersonate, or intimidate others;
- To post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that Krieger Gaming or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by Krieger Gaming in its sole discretion;
- For or in connection with any illegal purpose, or in violation of any applicable local, state, national, or international law or rule or regulation having the force of law;
- To post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Services user;
- To create or submit unwanted email (“Spam”) to any other person or any URL;

- To submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
- with the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
- To take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- To interfere or attempt to interfere with the proper working of the Services or any activities conducted on or through the Services;
- To bypass any measures, we may use to prevent or restrict access to the Services or any part of the Services, including creating multiple Services Accounts or screen names for an individual Services user;
- To interfere with the operation of the Services or any user's enjoyment of the Services, including without limitation, by:
  - (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code;
  - (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other users, or conducting your own contests or promotions using the Services;
  - (iii) attempting to collect personal information about users or third parties without their consent; or
  - (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
- To share, sell, or otherwise transfer the access granted to you to the Services, including information regarding your Services Account, login information, or password, or otherwise permit any other person to access the Services using your Services Account, login information, or password.
- To use the Services, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Services;
- To violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property or other legal rights;
- To reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Services, Content, code or program, available to others, in whole or part;
- To interfere with security features of the Services, including without limitation, by:
  - (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or
  - (ii) reverse engineering or otherwise attempting to extract the source code of the Services or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
- To perform any fraudulent activity using or in connection with the Services, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information;
- To attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

## 6. Indemnity

You will indemnify and hold harmless Krieger Gaming, its parents, subsidiaries, affiliates, customers,

vendors, officers and employees from any liability, damage or cost (including reasonable attorney fees and cost) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, violation of the Terms of Use, or the infringement by you of any intellectual property or violation of any right of any person or entity by you or any third party using your Services Account, login information, or password.

## **7. Warranty Disclaimers**

You acknowledge that Krieger Gaming has no control over, and no duty to take any action regarding: which users gain access to or use the Services; what effects the content on the Services may have on you; how you may interpret or use the content on the Services; or what actions you may take as a result of having been exposed to the content on the Services. You release Krieger Gaming from all liability for you having acquired or not acquired content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Krieger Gaming makes no representations concerning any content contained in or accessed through the Services, and Krieger Gaming will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Krieger Gaming makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. Krieger Gaming cannot guarantee that you will obtain the results you seek or warrant that Services will be error-free. Krieger Gaming makes no representation or warranty of any kind with respect to use of Services or the use or accuracy of the information on the Services.

Users access these services at their own risk. The services are provided on an “as is, as available” basis without warranty of any kind and any and all warranties of merchantability or fitness for a particular purpose or non-infringement are specifically disclaimed. Neither Krieger nor its affiliates, employees, agents or third-party content providers shall be liable for any loss resulting from use or unavailability of information or content on these services, including but not limited to any lost profits, loss or damage to data, or any direct, indirect, special, consequential, compensatory or incidental damages, even if they have been advised of the possibility of such damages. This disclaimer is applicable to any damage or injury resulting from negligence or omission of Krieger, computer virus or other similar item, telecommunications errors, or unauthorized access to or use of user information through theft or any other means. Krieger Gaming is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect these services. In no event will the Krieger or any of its affiliates, agents, employees, assigns or third-party content providers be held liable for any tortious or illegal conduct of other users. In no event will Krieger or any of its affiliates, agents, employees or assigns be held liable for any damage to equipment, hardware or other property of user or personal injury that arises in connection with use of the services. In no event shall Krieger be responsible for any special, indirect, or consequential damages arising out of this agreement, or the services (whether the claim is based upon breach of contract, breach of warranty, strict liability, tort or otherwise) including, but not limited to, loss of use, loss of data or information of any kind, loss of revenue, or loss of profits.

## **8. Limitation of Liability**

in no event shall Krieger Gaming or its suppliers be liable under contract, tort, strict liability, negligence or other legal theory

- (i) with respect to the services or any content for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), or

- (ii) for any direct damages in excess of (in the aggregate) \$100. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

## **9. Email Notification**

As part of your use of the Services, you may be asked to elect to receive email notifications from Krieger Gaming or its partners. These messages may include event updates and/or promotions. Your election to receive such messages represents your express written consent to receiving email messages from Krieger Gaming related to the Services. You may opt-out of receiving further notifications in association with the Services by completing the opt-out process provided to you with each email message, or by logging into your Services Account and modifying your settings to no longer receive further messages. By opting out of receiving notifications, you understand that we may not be able to communicate important information to you.

By electing to receive notifications, you assume the financial responsibilities associated with the sending and receiving messages to and from Krieger Gaming in association with the Services. Message frequency may vary. Krieger Gaming has no responsibility or liability in respect of any messaging fees, data charges or other charges charged by your mobile carrier or for any other loss or damage which may be caused by your use of the Services. Furthermore, Krieger Gaming is not liable for any delays or failures in the receipt of any messages sent to or from you in connection with the Services. Delivery of such messages depends on effective transmission by your mobile carrier. We provide the notification service element of the Services on an "as Is" basis. You agree you are solely responsible for providing and maintaining all equipment necessary to access and use the Services, including any mobile devices, computer equipment, remote communications equipment, or other equipment as required.

By using the Services, you consent to receive from Krieger Gaming all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "Notices") electronically. Krieger Gaming may provide such Notices by posting them on the Services or by otherwise sending or communicating them to you. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Services. Krieger Gaming may email you from time to time to inform you about our products and services that we think will interest you, unless you inform us that you opt out from receiving such communications.

## **10. Content Ownership and Usage Rights**

All content, software, copyrights, trademarks, trade dress, and other intellectual properties comprising or included within the Services are owned by Krieger Gaming or its third-party licensors (the "Property"). Your use of the Services does not grant you any rights to the use or control of any of the Property, except those rights expressly granted by this Agreement. Any copying, republication, redistribution, or creation of derivative works based upon the Property, including by caching, framing or any similar means, without the prior written consent of Krieger Gaming is strictly prohibited.

Krieger Gaming shall retain all worldwide rights in the intellectual property of the Services, including, but not limited to, trademarks, the "look and feel" of the Services, their color combinations, layout, and all other graphical elements, and the copyright in and to their original content. You should assume that everything you read or see on the Services is copyrighted or otherwise protected and owned by Krieger Gaming, or a third party who licensed the right to use such content to Krieger Gaming. Unless otherwise expressly noted, nothing that you read or see on the Services or other Services content, or any of the

source code or HTML code that Krieger Gaming uses to generate the Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of Krieger Gaming, except as provided in the Terms of Use without prior written consent or otherwise permitted by relevant law.

Krieger Gaming is not the publisher or speaker of any information on the Services that is provided by third party content providers, and Krieger Gaming is not liable for any claims related to such information. Any mention in the Services of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Krieger Gaming. Krieger Gaming assumes no responsibility for those products or services.

## **11. User Generated Content**

The Services may allow users to submit photographs, videos, text, and other content (“Submissions”), and to share Submissions with others. Please note that by creating, submitting, or posting any Submissions on or within the Services in any form whatsoever, you hereby:

- grant Krieger Gaming, its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees and other such parties as Krieger Gaming may designate from time to time, which may include any or all other users of the Services, a royalty free, perpetual, irrevocable, worldwide, non-exclusive, sub-licensable, transferable license to use, reproduce, copy, modify, merge, distribute, transmit, broadcast, post, publicly display, publicly perform, commercialize, edit, create derivative works from, translate and reformat your Submissions (in whole or in part) in any manner now known or in the future discovered and/or to incorporate it in other works in any form, media, or technology now known or later developed; to publish or withhold your name in connection with your Submissions, at Krieger Gaming’s option, and waive any moral rights with respect to any such Submission. You also waive any moral rights you may have in the Submissions in favor of Krieger Gaming, its licensees and sub-licensees, if any. You acknowledge that this license cannot be terminated and the waiver cannot be revoked by you once the Submission is submitted to the Services;
- represent and warrant that you own or have secured all legal rights necessary for the submission of any Submissions to be used on the Services by you and others as described in this Agreement;
- represent and warrant that any persons identified, depicted, or shown in your Submissions, in whole or part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Submissions on and through the Services; and
- represent and warrant that your Submissions do not violate any laws or otherwise infringe any rights of others.

## **12. Linking and Framing**

Krieger Gaming grants you a limited, revocable, and nonexclusive right to create a hyperlink to the homepage of the Services so long as the link does not portray Krieger Gaming or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any of Krieger Gaming’s logo or other proprietary graphic or trademark as part of the link without express written permission. “Framing” or “mirroring” the Services or any of their content is prohibited without the prior written consent of Krieger Gaming.

The Services may provide links to other sites or resources. Because Krieger Gaming has no control over such sites and resources, you acknowledge and agree that Krieger Gaming is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for

any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Krieger Gaming shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **13. DMCA and Notice and Procedure for Making Claims of Copyright Infringement**

Krieger Gaming respects the intellectual property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other intellectual property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for users of the services who are infringers.

***Notifying Krieger Gaming of Copyright Infringement:*** To provide Krieger Gaming with notice of an infringement, you must provide a written communication to the attention of "Krieger Gaming: Copyright Infringement" at [info@KriegerGaming.com](mailto:info@KriegerGaming.com) that sets forth the information specified by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright. We must receive the following information from you:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a detailed description of where the material that you claim is infringing is located or found on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**14. *Providing Krieger Gaming with Counter-Notification:*** If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of "Krieger Gaming: Copyright Infringement" at [info@KriegerGaming.com](mailto:info@KriegerGaming.com) that sets forth all of the necessary information required by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

### **15. Trademarks and Trade Names**

All trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software

code, and copyrighted works associated with the Services are common law and/or registered copyrights, trademarks, and/or trade dress owned by Krieger Gaming or its partners. Krieger Gaming may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in Krieger Gaming, including use of any Krieger Gaming IP as part of third-party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

## **16. Security**

Users are prohibited from violating or attempting to violate the security of the Services. Krieger Gaming will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

## **17. Termination**

Krieger Gaming may terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund for any reason we deem appropriate in our sole and absolute discretion if you fail to comply with any term or condition of this Agreement. Upon such termination or suspension, you must immediately cease accessing or using the Services and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

Krieger Gaming may also remove or disable access to any Services content and suspend or ban your Services Account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), or for no reason at all. To report violations of the Terms of Use, please email: [info@KriegerGaming.com](mailto:info@KriegerGaming.com). You are solely responsible for your interactions with other users of the Services. Krieger Gaming reserves the right, but has no obligation, to monitor disputes between you and other users.

You acknowledge that we reserve the right to take action, technical, legal or otherwise, to block, nullify or deny your ability to access the Services. You understand that we may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to us. Continued use of the Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

## **18. Miscellaneous**

The Terms of Use constitutes the entire agreement between users of the Services and Krieger Gaming, and regarding the subject matter hereof. If you breach any term of the Terms of Use, Krieger Gaming may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Krieger Gaming's remedies are cumulative and not exclusive. Failure of Krieger Gaming, to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

Any waiver or modification of the terms herein by Krieger Gaming must be in a writing signed by an authorized Executive in Krieger Gaming and expressly referencing the applicable provisions of the



Agreement. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect and enforceable. You may not resell, assign, or transfer any of your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Krieger Gaming. Notwithstanding the foregoing, Krieger Gaming may, at its sole and absolute discretion, assign its rights in and to the Services and its rights under this Agreement to any third party at any time without notice. Users of these Services are responsible for compliance with all applicable regulations and laws.

The Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. These Terms of Use and your use of the Services, including the submission of any content to the Services, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between you and Krieger Gaming or its licensors or affiliated parties. Your use of the Service is intended for your enjoyment and benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the Services. Krieger Gaming reserves the right at all times to disclose any information as Krieger Gaming deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Krieger Gaming's sole discretion. You represent and warrant that:

- you are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a “terrorist supporting” country; and
- you are not listed on any United States Government list of prohibited or restricted parties. Any dispute arising out of the Terms of Use or the Privacy Policy shall be governed by the laws of Indiana, notwithstanding any conflicts of law principles. Any action relating to the Terms of Use or the Privacy Policy must be filed and maintained in a court in the state of Indiana, USA, and users consent to exclusive jurisdiction and venue in such courts for such purpose.

## **SECTION II - PRIVACY POLICY**

### **1. Overview**

Our privacy policy tells you about our information practices when you browse our website, obtain information, or request services. The policy includes, but is not limited to, what data is collected and why; ways for you to access information or submit inquiries; security features; and website analysis tools used. We do not collect personal information unless you provide it to us voluntarily and knowingly. Your use of the website is governed by this Privacy Policy which constitutes a legal contract between you and the Krieger Gaming Corporation regarding your use of the website. By using our website, you accept and agree to be bound by this Privacy Policy.

### **2. California Privacy Rights**

Effective January 1, 2005, under California Civil Code Section 1798.83 (known as the “Shine the Light” law), if an individual who is a California resident has provided personal information to a business in connection with a business relationship that is primarily for personal, family, or household purposes, and if that business has within the immediately preceding calendar year disclosed such individual's personal information to a third party, knowing or having reason to know that such third party used the information for its direct marketing purposes, then that business is obligated to disclose in writing to such individual upon request, what personal information was shared and with whom it was shared. A

business may comply with this law by:

- having EITHER a published privacy policy of not sharing a customer's personal information for third-parties' direct marketing use unless the customer has first affirmatively opted in to such sharing OR a published privacy policy of not sharing a customer's personal information for third-parties' direct marketing use if the customer has opted out to prevent his/her personal information from being shared for direct marketing use; AND
- notifying the customer of his/her right to opt out and providing a cost-free means for the customer to exercise that right. As a nonprofit, Krieger does NOT knowingly sell, rent or share your personal information with third parties for their direct marketing uses. For information on how to contact us regarding our data privacy practices, see the Contact Us section at the end of this Privacy Policy.

### 3. Protecting Children

Krieger Gaming is not intended for use by anyone under the age of 13. We do not knowingly collect personal information from children under the age of 13. Please visit the [Federal Trade Commission](#) website for tips on how to keep your children safe online.

### 4. Information We Collect About You

- **Personal Information.** This refers to a user's personally identifiable information, such as first and last name, telephone number, email address, mailing address, birth date, and credit card information. Although you may use and access most areas on the Site without having to disclose any personal information, in limited circumstances (described below) we do ask you to provide your personal information. To the extent you disclose your personal information to us, we will only use such information for the purposes for which it was disclosed by you.
- **Non-personal Information.** When you visit the site, we may collect non-personal information, such as a catalog of the Site pages you visit. Non-personal information is generally collected through the Site from the following sources: server log files, cookies, and other technologies and information that you voluntarily provide.
- **Online Donations:** Krieger Gaming utilizes PayPal for donations collected on our website. Please read over the [PayPal Privacy Policy](#) for information on how your information is used for donations. We do not utilize nor share personally identifiable information for any reason other than to process the donation.
- **Email Contacts:** If you make an inquiry, submit a form, or join our Electronic Mailing list we will collect and use your email address to communicate with you regarding your inquiry or request.
- **Cookies and similar technologies.** We and our service providers may use "cookies" or similar technologies on our Site. A cookie is a piece of data stored on your computer that ties your computer to a web server for recordkeeping purposes. Most browsers allow you to control the use of cookies on your computer. If you choose to limit the use of cookies on your computer, we may not be able to provide you the services you request on our Site. Cookies, when used, are not persisted.
- **Server log files.** Your Internet Protocol (IP) address is logged in our server log files along with other information about your activity on our Site. We use your IP address for purposes of calculating Site usage levels, helping diagnose problems with our servers, and generally administering the Site. Collecting IP addresses is a standard practice on the Internet. If you wish to keep your IP address private, we recommend investing in a Virtual Private Network.

### 5. Sharing of information about you with third parties

As a general matter, we do not sell, rent or share your personal information with others, except in the following limited circumstances:

- We may employ outside contractors, vendors and service providers to perform services for us or for the Site, and may share your personal information with such contractors, vendors and service providers to the extent necessary for them to perform such services. For example, if you make a donation to us using your credit card, our credit card processing vendors will be given access to your credit card and other personal information for purposes of processing your donation. As another example, our IT service providers may be given access to your personal information as necessary to perform support or maintenance for the operation of the Site, such as data backup and storage. We require that our contractors, vendors and service providers limit their use of our users' personal information solely to the purposes for which it was disclosed by us, and that they maintain the confidentiality, security and integrity of such information and not make any further disclosure to others.
- We may disclose your personal information to third parties if doing so is required by law or in response to a court or government order or subpoena or, in our good faith belief, is reasonably necessary to:
  - comply with legal process;
  - enforce this Privacy Policy and/or our Terms of Use;
  - respond to third-party infringement claims relating to any information or material you furnish to us;
  - respond to an emergency; or
  - protect the rights, property or safety of the Organization, the Site, and/or the public.
- If the Organization is acquired by or merged with or into another entity, or if the Organization's assets are transferred to another entity, your personal information may be transferred to such entity as part of the transaction, and that entity and its affiliates may use your personal information under the terms of their own privacy policies which may differ from this Privacy Policy. In the event of such a transfer of your personal information we (or the potential transferee) will provide you with notice and an opportunity to opt out of any such transfer.

## **6. How We Protect Your Information**

We take appropriate security measures to protect against unauthorized access to data, but unfortunately there is no data on the internet that is 100% secure. While we've taken reasonable steps to safeguard your personal information against unauthorized access and disclosure, we do not guarantee the security of any information you transmit to, from, or on the Site. These measures include internal and external reviews of our data collection, storage, and processing practices and security measures, including physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to employees and contractors who have a need to know such information in order to operate, develop, or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations. When visitors to our Site provide personal information, the data is encrypted and protected using industry standard Secure Socket Layer (SSL) protocol.

## **7. Amendments**

We reserve the right to amend this Privacy Policy to incorporate, adopt, or comply with changes in law

or industry practices at any time and without prior notice. We will not reduce your rights under this policy without your explicit written consent. If we make major changes to this Privacy Policy, we will announce the changes on website, or through email if you have opted into our emailing list. By continuing to use the Site after such notice, you signify your affirmative consent and agreement to all changes and updates of which you have been given notice.

#### **8. International users**

The Site is hosted from the United States. Users located outside of the United States consent to the transfer of their data to the United States for processing and use in accordance with this privacy policy.

### **SECTION III - CONTACT US**

If you have any questions, comments, or concerns about our Terms of Use or Privacy, please reach out to us by mail or email!

#### **By Mail at:**

*Krieger Gaming*  
*ATTN: Terms of Use / Privacy Policy*  
6771 Warner Ave, Unit 2304.  
Huntington Beach, CA 92647-9998

#### **Or by Email at:**

[info@kriegergaming.com](mailto:info@kriegergaming.com)  
*Subject: Terms of Use / Privacy Policy*