



TERMS OF USE & PRIVACY POLICY

Publication Date – April 20th, 2025

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

- Acceptance of Terms** - The following Terms of Use (“Terms”) govern your access to and use of all services operated by Krieger Gaming, including but not limited to our website (<https://KriegerGaming.com>), Discord server, social media pages, community events, and any related platforms, content, or communication channels (collectively, the “Services”). By accessing or using the Services, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms. If you do not agree with these Terms, you may not access or use the Services. These Terms form a binding legal agreement between you and Krieger Gaming. **Use of the Services is restricted to individuals 18 years of age or older. If you are under 18, you are not permitted to access or use any part of the Services.**
- Modifications of Terms of Use** - Krieger Gaming reserves the right to modify, update, or replace these Terms of Use at any time, in its sole discretion. When changes are made, we will post the updated Terms on our website and update the publication date at the top of this document. We may also provide notice through additional channels such as email, Discord announcements, or other communications. It is your responsibility to review the Terms periodically. Continued access or use of the Services after any such changes constitutes your acceptance of the updated Terms. If you do not agree to the revised Terms, you must discontinue use of the Services immediately.
- Description of Service** - Krieger Gaming provides a nonprofit community and support network for military veterans, first responders, and their supporters through the medium of gaming. Our Services include access to online platforms such as Discord, our website, social media channels, and other communication tools, as well as in-person and virtual events, peer support programs, and community outreach initiatives. These Services may include, but are not limited to, user interaction, participation in game nights or tournaments, access to mental health resources, peer-to-peer support, and general communication and engagement within our community. Krieger Gaming reserves the right to modify, suspend, or discontinue any aspect of the Services at any time, with or without notice. We may also impose limits on certain features or restrict access to parts or all of the Services without liability or prior notice. This includes our 24/7 peer support team, **Buddy Check**, which allows members to privately request help or check in with trained volunteer staff on Discord.

4. **General Disclaimer** - Krieger Gaming is a nonprofit organization that provides community-based support through gaming and peer engagement. We are not a licensed healthcare provider, mental health professional, or legal advisor. Any information shared through our Services—including discussions, resources, documents, links, or messages—is intended for general informational purposes only and should not be interpreted as professional advice.

You should never rely on any content or communication from Krieger Gaming as a substitute for professional medical, psychological, legal, or other qualified advice. If you are experiencing a medical or mental health emergency, please contact a licensed professional or call 911 or the 988 Suicide & Crisis Lifeline.

The opinions expressed by members of the community are their own and do not necessarily reflect the views of Krieger Gaming as an organization. Additionally, any third-party links or references shared via our Services are provided for convenience only. We do not guarantee the accuracy, completeness, or reliability of third-party content and do not endorse it unless explicitly stated.

All Services and content are provided "as is" without warranties of any kind. Krieger Gaming disclaims all liability for actions taken or not taken based on information obtained through the Services.

The **Buddy Check program** is a peer-led support initiative. Volunteers are not licensed therapists, and all guidance provided is based on lived experience, training in crisis response, and community support principles—not clinical care.

5. **User Conduct** - By using the Services provided by Krieger Gaming, you agree to interact respectfully and responsibly within our community. You must not use the Services for any unlawful purpose or in any way that violates these Terms, community guidelines, or any applicable local, state, or federal laws or regulations. The following actions are strictly prohibited:
- Harassing, threatening, abusing, impersonating, or intimidating others.
 - Posting, sharing, or linking to content that is defamatory, obscene, pornographic, discriminatory, harmful, misleading, or otherwise inappropriate as determined by Krieger Gaming.
 - Engaging in or promoting illegal activities, including the unauthorized sharing of copyrighted material.
 - Attempting to collect personal information from other users without their consent.
 - Using bots, scrapers, or other automated tools to access or interact with the Services without express written permission.
 - Attempting to gain unauthorized access to our systems or bypass any security features.
 - Disrupting the normal flow of dialogue or activity within community spaces, including spamming, flooding chat, or trolling.
 - Sharing, selling, or transferring your account or login credentials to others.
 - Misusing the Services for commercial purposes, including solicitation or advertising without prior

written approval.

- Violating the intellectual property or privacy rights of others.

We reserve the right to monitor, investigate, and take appropriate action in response to violations of this policy, including issuing warnings, removing content, suspending or terminating accounts, and reporting unlawful behavior to appropriate authorities. Krieger Gaming staff and moderators have sole discretion in determining what constitutes a violation and may take action without prior notice.

6. **Indemnity** - To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Krieger Gaming, its board members, officers, volunteers, affiliates, partners, and agents (“Krieger Gaming Parties”) from and against any and all claims, liabilities, losses, damages, expenses, demands, or costs (including reasonable attorneys’ fees) arising out of or related to:
- Your use or misuse of the Services;
 - Your violation of these Terms of Use or any applicable law or regulation;
 - Your infringement or alleged infringement of any intellectual property, privacy, or other rights of any person or entity;
 - Any content you submit, share, or distribute through the Services;
 - Any third party’s access to or use of the Services using your account, credentials, or devices, whether authorized or unauthorized.

Krieger Gaming reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate fully in asserting any available defenses.

This obligation will survive termination of your access to the Services and the conclusion of your participation in any Krieger Gaming programs or activities.

7. **Warranty Disclaimers**- Krieger Gaming provides its Services on an “as is” and “as available” basis, without warranties of any kind—express, implied, or statutory. To the maximum extent permitted by law, Krieger Gaming disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade.

We make no guarantees about:

- The availability, reliability, accuracy, completeness, or timeliness of the Services or content;
- The results you may obtain from participating in our Services or programs;
- The suitability of the Services for your individual needs or circumstances;
- The security of your data or communications while using third-party platforms (e.g., Discord, PayPal, social media).

You use the Services entirely at your own risk. Krieger Gaming does not warrant that the Services will be uninterrupted, error-free, secure, or free from harmful components such as viruses or malware. We are not responsible for any loss or damage arising from your reliance on information obtained through the Services or from unauthorized access to or use of your account or data.

Nothing in the Services should be interpreted as medical, legal, or professional advice. Always consult a qualified expert for guidance specific to your situation.

8. **Limitation of Liability** - To the maximum extent permitted by law, Krieger Gaming and its officers, board members, volunteers, affiliates, partners, and agents shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages arising from or related to your use of, or inability to use, the Services. This includes, but is not limited to:
- Loss of income, profits, data, goodwill, or business opportunities;
 - Personal injury or emotional distress resulting from participation in events, peer support, or online interactions;
 - Unauthorized access to or alteration of your communications or data;
 - Use or misuse of any content, links, or third-party platforms connected to Krieger Gaming;
 - Actions or conduct of other users, whether online or in person.

In no event shall Krieger Gaming's total cumulative liability to you exceed one hundred dollars (USD \$100), regardless of the nature of the claim or legal theory involved.

Some jurisdictions do not allow limitations on certain types of liability. In such cases, Krieger Gaming's liability shall be limited to the fullest extent permitted by applicable law.

9. **Email Notification** - By using Krieger Gaming's Services, you may opt in to receive email notifications related to community announcements, event reminders, updates to our Terms or Privacy Policy, or other relevant communications. By subscribing, you consent to receive these emails at the address you provide.
You may opt out of non-essential communications at any time by:

- Clicking the "unsubscribe" link in any Krieger Gaming email, or
- Contacting us directly at info@KriegerGaming.com with your request.

Please note:

- Opting out of emails may limit your ability to receive important service-related updates.
- Krieger Gaming will never sell or rent your email address to third parties.
- If you participate in official programs or staff positions, some notifications may be required for coordination or compliance purposes.

Standard data, messaging, or carrier fees may apply if you access your email via mobile networks.

Delivery of email cannot be guaranteed and may depend on your email provider or network conditions.

- 10. Content Ownership and Usage Rights** - By accessing or using the Services, you consent to receive all communications, notices, disclosures, and legal documents from Krieger Gaming electronically. These communications may be delivered by email, posted on our website, shared in our Discord server, or provided through other digital platforms we control.

Electronic communications satisfy any legal requirement that such communications be in writing. You agree that all agreements, notices, and disclosures provided to you electronically meet the same legal standards as if provided in physical form.

If you wish to withdraw your consent to receive electronic communications, you must discontinue use of the Services. Krieger Gaming may not be able to provide full access or membership features without electronic communication capabilities.

We recommend keeping your contact information up to date. You are responsible for ensuring that your provided email address and other relevant contact details remain valid and monitored.

- 11. User Generated Content** - All content, materials, and intellectual property displayed or made available through Krieger Gaming's Services—including but not limited to text, graphics, logos, designs, videos, audio, photos, documents, digital assets, and software—are the property of Krieger Gaming or its licensors and are protected under applicable copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable license to access and use the Services and content solely for personal, non-commercial, and nonprofit-related purposes that align with Krieger Gaming's mission. This license does not grant you any rights to reproduce, distribute, modify, publicly perform, or create derivative works from any part of the Services unless explicitly authorized in writing by Krieger Gaming.

You may not:

- Use Krieger Gaming's logos, branding, or proprietary materials without prior written permission.
- Copy, republish, or redistribute any materials for commercial purposes.
- Modify, alter, or remove any copyright, trademark, or proprietary notices.

Any unauthorized use of content or intellectual property may result in suspension of your access to the Services and potential legal action.

- 12. Linking and Framing** - Krieger Gaming grants you a limited, revocable, and nonexclusive right to create a hyperlink to the homepage of our Services, provided that the link does not portray Krieger Gaming, its mission, content, staff, or community in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Krieger Gaming logos, branding, or proprietary graphics as part of the link without our prior written consent.

You are strictly prohibited from "framing," "mirroring," or otherwise reproducing any part of our Services or content on another website or platform without express written permission from Krieger Gaming.

Our Services may contain links to third-party websites, platforms, or resources. These links are provided for convenience only. Krieger Gaming has no control over third-party sites and is not responsible for their availability, content, security, or practices. Inclusion of a link does not imply endorsement or affiliation unless expressly stated.

You acknowledge that Krieger Gaming shall not be liable, directly or indirectly, for any loss, damage, or issues resulting from your use of or reliance on any third-party content, goods, services, or websites linked through our Services. Access to such external resources is entirely at your own risk.

- 13. DMCA and Notice and Procedure for Making Claims of Copyright Infringement** - Krieger Gaming respects the intellectual property rights of others and complies with the Digital Millennium Copyright Act (DMCA). If you believe that your copyrighted work has been used or displayed through our Services without authorization in a way that constitutes copyright infringement, you may submit a written DMCA notice to us.

To file a copyright complaint, your notice must include:

- Your physical or electronic signature;
- A description of the copyrighted work that you claim has been infringed;
- A detailed description of where the allegedly infringing material is located on our Services (e.g., a URL or screenshot);
- Your full legal name, mailing address, telephone number, and email address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement made under penalty of perjury that the information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

Send your DMCA notice to:

Email: info@KriegerGaming.com

Subject Line: DMCA Copyright Infringement Notice

Knowingly submitting false claims of copyright infringement may result in liability for damages, including attorneys' fees and court costs.

- 14. Providing Krieger Gaming with Counter-Notification** - If Krieger Gaming removes or disables access to content in response to a DMCA takedown notice, and you believe that the content was removed in error or misidentification, you may submit a counter-notification in accordance with the DMCA (17 U.S.C. § 512(g)).

Your counter-notification must include:

- Your physical or electronic signature;

- Identification of the content that was removed or disabled and the location at which it appeared before removal (such as a URL or channel name);
- A statement under penalty of perjury that you have a good faith belief that the content was removed or disabled due to mistake or misidentification;
- Your full name, mailing address, telephone number, and email address;
- A statement that you consent to the jurisdiction of the federal court in your judicial district (or, if outside the U.S., the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who filed the original DMCA complaint or their agent.

Send your counter-notification to:

Email: info@KriegerGaming.com

Subject Line: DMCA Counter-Notification

Upon receiving a valid counter-notification, Krieger Gaming may forward it to the original complainant and restore the content within 10–14 business days unless the complainant notifies us of a court action seeking to restrain the restoration.

Knowingly submitting a false counter-notification may result in legal liability, including damages and attorneys' fees.

15. **Trademarks and Trade Names** - All trademarks, service marks, logos, trade names, and trade dress appearing on the Services—including but not limited to “Krieger Gaming,” our logos, visual design elements, and unique branding—are the property of Krieger Gaming or its authorized licensors. These marks are protected by U.S. and international intellectual property laws.

You may not use, reproduce, modify, or display any Krieger Gaming trademarks or branding in any manner, including:

- As part of your own trademarks, logos, or service names;
- In domain names, email addresses, usernames, or social media handles;
- In a way that is likely to cause confusion, mislead users, or imply affiliation, sponsorship, or endorsement by Krieger Gaming;
- On merchandise, advertisements, or promotional materials without express written permission.

Unauthorized use of Krieger Gaming's trademarks or trade names may violate trademark laws and could result in legal action. To request permission to use any Krieger Gaming branding or intellectual property, contact us at info@KriegerGaming.com

16. **Security** - You agree not to engage in any activity that compromises the security, integrity, or performance of Krieger Gaming's Services, systems, or community platforms. The following activities are strictly prohibited:

- Gaining or attempting to gain unauthorized access to any part of the Services, servers, systems, or user accounts;
- Circumventing or attempting to bypass security or authentication measures;
- Introducing viruses, malware, spyware, or other malicious code;
- Using automated scripts, bots, or other unauthorized software to interact with or extract data from the Services;
- Probing, scanning, or testing the vulnerability of any system or network without express written permission;
- Interfering with or disrupting the normal functioning of the Services or connected infrastructure.

We reserve the right to investigate any suspected violations of this section and may involve law enforcement or third-party security professionals as necessary. Violations may result in suspension or termination of your access to the Services, legal action, and/or referral to appropriate authorities.

If you suspect a security vulnerability or breach, please report it immediately to info@KriegerGaming.com

17. **Termination** - Krieger Gaming reserves the right to suspend or permanently terminate your access to the Services at any time, for any reason, and without prior notice, including but not limited to violations of these Terms of Use, applicable laws, or Krieger Gaming policies. This may include the removal or disabling of your account, access to communication platforms, or participation in events and programs.

You agree that upon termination:

- You will no longer access or attempt to access any part of the Services;
- Any licenses or rights granted to you under these Terms will immediately cease;
- Krieger Gaming is not liable to you or any third party for suspension, termination, or account removal.

Termination may also occur at your request, and you may request account closure or data deletion by contacting info@KriegerGaming.com.

Some data may be retained for legal, security, or operational reasons as required by law or internal policy. Krieger Gaming reserves the right to block, restrict, or deny future access to its Services in its sole discretion.

All provisions of these Terms which by their nature should survive termination—including ownership, disclaimers, indemnification, and limitations of liability—shall continue in full effect even after your access is revoked.

18. **Miscellaneous** - These Terms of Use constitute the entire agreement between you and Krieger Gaming concerning your use of the Services and supersede any prior or contemporaneous communications or

agreements. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and you may not assign or transfer your rights without prior written consent from Krieger Gaming.

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be modified or limited to the extent necessary to be enforceable, and the remainder shall remain in full force and effect.

Krieger Gaming's failure to enforce any right or provision of these Terms shall not be deemed a waiver of that right or provision.

You agree that Krieger Gaming may assign or transfer its rights and obligations under these Terms at any time without notice. Users are responsible for complying with all applicable laws and regulations related to their use of the Services.

Jurisdiction and Governing Law

These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any dispute arising under or related to these Terms shall be subject to the exclusive jurisdiction of the courts located in Orange County, California. You consent to personal jurisdiction and venue in those courts.

You also represent and warrant that:

- You are not located in a country that is subject to U.S. government sanctions or embargoes;
- You are not listed on any U.S. government list of prohibited or restricted parties.

Krieger Gaming may disclose any information necessary to comply with legal obligations, regulatory requests, or protect the rights, property, or safety of the organization, its users, or the public.

SECTION II - PRIVACY POLICY

1. **Overview** - This Privacy Policy explains how Krieger Gaming collects, uses, and safeguards personal information you provide while using our Services. These Services include our website, Discord server, events, and other community platforms as outlined in Section I of these Terms.

We do not collect personal information unless you voluntarily provide it. By using the Services, you agree to the collection and use of information in accordance with this policy and applicable laws.

Information is collected solely to support our nonprofit mission of fostering community among veterans, first responders, and their supporters. We do not sell or rent personal information for commercial purposes.

2. **California Privacy Rights** - If you are a California resident, you are entitled to specific rights under the **California Consumer Privacy Act (CCPA)** and **California Privacy Rights Act (CPRA)**. As a nonprofit organization, Krieger Gaming is not subject to all CCPA/CPRA obligations; however, we voluntarily honor the following rights as part of our commitment to transparency and user trust:
Your rights include:

- **Right to Know:** You may request information about what categories of personal data we collect and how we use it.
- **Right to Access:** You may request a copy of the personal information we have about you.
- **Right to Delete:** You may request that we delete your personal information, subject to certain legal or operational exceptions.

- **Right to Correct:** You may request corrections to inaccurate personal information.
- **Right to Limit Use of Sensitive Personal Information:** If we collect sensitive personal data (e.g., health-related disclosures), you may limit its use to what is necessary for basic service delivery.
- **Right to Opt-Out:** You may opt out of any potential future sale or sharing of personal data.
Note: Krieger Gaming does not sell or share personal data for commercial purposes.

To exercise your rights:

Email your request to **privacy@KriegerGaming.com** with the subject line “Privacy Request.” We may need to verify your identity before fulfilling certain requests. We will respond within the timeframe required by California law.

We do not discriminate against users for exercising their privacy rights.

- 3. Information We Collect About You** -Krieger Gaming only collects personal information that you voluntarily provide when interacting with our Services. We do not collect sensitive data without your knowledge, and we never sell or rent personal information for commercial purposes.

Types of Information We May Collect:

- **Personal Information:** This may include your name, email address, mailing address, Discord username, or any details you choose to provide when contacting us, applying to volunteer, participating in programs, or donating.
- **Donation Information:** If you make a donation through our website, your payment is securely processed by third-party providers (e.g., PayPal). Krieger Gaming does not collect or store your full credit card or banking information. Please refer to the PayPal Privacy Policy for details.
- **Communication Data:** When you contact us via email, Discord, or website forms, we may retain your communications to respond to inquiries, fulfill requests, or track support history.
- **Device & Usage Data:** Like most websites, we may collect non-identifiable technical data such as your IP address, browser type, operating system, and pages accessed. This information helps us maintain website security and understand user traffic.
- **Cookies & Analytics:** We may use cookies or similar technologies to improve website functionality and gather anonymized analytics. You can control cookie behavior via your browser settings.

We do not knowingly collect or store health, government ID, or biometric information unless you voluntarily provide it through participation in specific support programs—and even then, only with your consent and strict access controls.

- 4. Sharing of information about you with third parties** - Krieger Gaming does not sell or rent your personal information. We only share information with trusted third parties under limited circumstances that support our mission or comply with legal obligations.

We may share your information with:

- **Service Providers:** This includes vendors who help us operate our website, manage donations (e.g., PayPal), provide IT support, or deliver email communications. These providers are only given access to the information they need and are required to protect it and use it only for the intended purpose.
- **Legal or Safety Reasons:** We may disclose personal information if required to comply with a legal obligation, court order, or government request; to enforce our Terms of Use or other policies; to respond to claims involving your use of the Services; or to protect the rights, property, or safety of Krieger Gaming, our users, or the public.
- **Organizational Changes:** If Krieger Gaming undergoes a merger, reorganization, or transfer of assets, your personal information may be transferred as part of that process. You will be notified in advance and given an opportunity to opt out if your data will be subject to a new privacy policy.

What we will never do:

- Sell or rent your personal information for advertising or profit;
- Share your data with third parties for unrelated commercial use;
- Allow outside parties to access your data without a clear operational or legal purpose.

We require all third-party partners to uphold strong confidentiality, security, and data protection standards aligned with nonprofit best practices.

5. **How We Protect Your Information** - Krieger Gaming takes the security of your personal information seriously. While no system can be guaranteed 100% secure, we implement reasonable and appropriate safeguards to help protect against unauthorized access, use, disclosure, or destruction of your data.

Our security measures include:

- **Data Encryption:** Any personal information you submit through our website, such as contact forms or donation details, is encrypted using Secure Socket Layer (SSL) technology or equivalent methods.
- **Access Controls:** Access to personal data is limited to authorized staff or volunteers who require it to perform their responsibilities. All personnel with access to data are bound by confidentiality obligations.
- **Platform Security:** We rely on secure, industry-trusted platforms (e.g., Google Workspace, PayPal, Discord) with built-in protections. We also monitor for suspicious activity and audit access periodically.
- **Data Minimization:** We collect only the information necessary to fulfill a specific purpose and retain it only as long as needed for operational or legal reasons.

- **Incident Response:** In the event of a data breach involving unencrypted personal data, we will notify affected individuals and authorities in accordance with applicable state and federal laws, including the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA).

6. **Amendments** - Krieger Gaming reserves the right to modify or update this Privacy Policy at any time to reflect changes in legal requirements, technology, operational practices, or nonprofit standards. We encourage you to review this page periodically to stay informed.

If we make material changes to this policy:

- We will update the publication date at the top of the document;
- We may post a notice on our website or Discord server;
- If you are subscribed to our mailing list, we may send a notification via email.

Your continued use of the Services after notice of changes constitutes your acceptance of the updated Privacy Policy. If you do not agree with the revised terms, you should stop using the Services and may request that we delete your personal data, where applicable.

We will not reduce your privacy rights without your explicit consent where legally required.

7. **International users** - Krieger Gaming is based in the United States and all Services are hosted on servers located within the U.S. If you access our Services from outside the United States, you acknowledge and agree that your information will be transferred to, processed, and stored in the United States in accordance with this Privacy Policy.

By continuing to use our Services, you consent to the collection, transfer, and processing of your data in a jurisdiction that may have different data protection laws than your country of residence. We will take appropriate steps to ensure that your personal information receives a comparable level of protection as required by applicable U.S. laws and nonprofit best practices.

Users in the United Kingdom, European Union, and Canada

Krieger Gaming is a U.S.-based nonprofit organization and does not intentionally market to or collect personal data from individuals located in the UK, EU, or Canada. However, if you are located in one of these regions and choose to use our Services, you acknowledge that your data will be processed in the United States and that Krieger Gaming does not currently offer GDPR- or PIPEDA-specific mechanisms for access, correction, or deletion.

If you have concerns about your privacy rights in these regions, you may contact us at **privacy@KriegerGaming.com**, and we will do our best to respond in accordance with our mission and applicable U.S. nonprofit laws.

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

By Email at:

info@kriegergaming.com
Subject: Terms of Use / Privacy Policy

Or by Discord:

Reach out in the Krieger Gaming Discord server by tagging **@Command** or posting in the designated support channel (e.g., #tech-support). A staff member will respond as soon as possible.

If your matter is sensitive or involves privacy concerns, you may also request a private channel or DM a verified staff member.