

Groupees LLC Privacy Policy

Effective Date: May 24, 2018

Your privacy matters to us, so Groupees LLC ("Groupees", "we", "us" or "our") has created the following Privacy Policy to let users of groupees.com or Groupee's mobile application (individually and collectively, the "Service"), know what information we collect when you visit the Service, why we collect it, and how it is used. This Privacy Policy explains the data collection and use practices of the Service; it does not apply to other online or offline Groupees sites, products or services. The terms "you," "your," and "yours" refer to the customer/purchaser utilizing our Service. This Privacy Policy is governed by Groupees [Terms and Conditions](#). By using the Service, you consent to the data practices prescribed in this Privacy Policy. We may periodically make changes to this Privacy Policy that we will include on this page. It is your responsibility to review this Privacy Policy and remain informed about any changes to it, so we encourage you to visit this page often. If a material change is made to this Privacy Policy, then Groupees will post a notice on groupees.com.

Except as otherwise noted in this Privacy Policy, Groupees is a data controller (as that term is used under the EU General Data Protection Regulation ("GDPR"), which means that we decide how and why the information you provide to us is processed. This Policy explains how we use the information you provide to us to be able to continue to provide the Services. Contact details are provided in below. This Policy may be amended or updated from time to time to reflect changes in our practices with respect to the Processing of your information, or changes in applicable law. We encourage you to read this Policy carefully, and to regularly check this page to review any changes we might make.

What Information Is Collected?

We may Process: your personal details (e.g., your name); demographic data (e.g., your age); your contact details (e.g., your address); records of your consents; purchase details; information about your interactions with our content or advertising; and any views or opinions you provide to us. We may also Process information about you from your use of our Services (e.g., the type of device you are using, the internet service provider, etc.), including your interactions with content and advertising on the Services.

"Personal Information" means information that is about any individual, or from which any individual is directly or indirectly identifiable.

"Process", "Processing" or "Processed" means anything that is done with any Personal Information, whether or not by automated means, such as collection,

recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

We may Process the following categories of Personal Information about you:

- Personal details: your name; username or log in details; password; and areas or topics of interest.
- Demographic information: age/date of birth; and language preferences.
- Contact details: postal address; telephone and/or mobile number; email address; and your public social media handles or profile(s).
- Consent records: records of any consents you may have given, together with the date and time, means of consent and any related information (e.g., the subject matter of the consent).
- Purchase and payment details: records of purchases and prices; subscription details; how much you choose to pay and which charities you designate as recipients of your money; invoice records; payment records; billing address; payment method; cardholder or account holder name; payment amount; and payment date;
- Views and opinions: any views and opinions that you or other users choose to send to us, or publicly post about us on social media platforms or in the Services.

We also collect other kinds of information from you or other sources, which we refer to as “Other Information” in this Policy, which may include but is not limited to:

- Information about your use of the Services, such as usage data and statistical information, which may be aggregated.
- Browsing history including the websites or other services you visited before and after interacting with the Services.
- Searches for and interactions with e-commerce opportunities, such as offers contained in the Services
- Non-precise information about the approximate physical location (for example, at the city or zip code level) of a user’s computer or device derived from the IP address of such computer or device (“GeoIP Data”).
- Internet Protocol (“IP”) address, which is a unique string of numbers automatically assigned to your device whenever you access the Internet. Information collected through the use of cookies, Javascript, pixel tags, and other technologies, including information collected using such methods and technologies about (i) your visits to, and interaction and engagement with, the Services, content and ads on third party websites, applications, platforms and other media channels (“Channels”), and (ii) your interaction with emails including the content and ads therein (collectively, “Online Data”).

- Device type, settings and software used.
- Log files, which may include IP addresses, browser type, ISP referring/exit pages, operating system, date/time stamps and/or clickstream data, including any clicks on customized links.
- Web Beacons, which are electronic files that allow a website to count users who have visited that page or to access certain cookies.
- Pixel Tags, also known as clear GIFs, beacons, spotlight tags or web bugs, which are a method for passing information from the user's computer to a third party website.
- Local Shared Objects, and Local Storage, such as HTML5.
- Embedded Scripts which are programming codes designed to collect information about your interactions with the Service by temporarily downloading onto your device from our web server or a third party with whom we work. Embedded scripts are only active while you are connected to the Service and are deleted or deactivated thereafter.
- Mobile analytics to understand the functionality of our mobile applications on your phone.

Collection of User Information

We may collect User Information about you from the following sources:

- Data you provide: We may obtain your Personal Information when you provide it to us across our Services (e.g., where you sign up for emails or newsletters; register for site membership or create a profile or account on any part of the Services; enter a promotional giveaway; participate in surveys; contact us via email, telephone or by any other means; or purchase a subscription, etc.).
- Business relationship data: We may collect or obtain your Personal Information in the ordinary course of our relationship with you (e.g., if you make a purchase from us).
- Data you make public: We may collect or obtain your Personal Information that you clearly choose to make public, including via social media (e.g., we may collect information from your social media profile(s) if you make a public post about us).
- Service data: We may collect or obtain your Personal Information when you visit, download, use or register to use any part of our Service.
- Content and advertising information: If you choose to interact with any third party content or advertising on the Channels, we may receive User Information about you from the relevant third party.
- Third party information: We may collect or obtain your Personal Information from service providers and third parties who provide it to us and combine such information with information we have collected about you. This may include channels such as social network sites or services (e.g., Facebook, Twitch, Steam, Battle.net, etc.). We may also obtain

information about purchases you make from our billing processors such as Amazon and PayPal or, if you link your Groupees account to Steam, information related to your Steam account, including information about the games you own on the Service. To the extent we combine such third party sourced information with Personal Information we have collected about you on the Service, we will treat the combined information as Personal Information under this Privacy Policy.

Please note that Groupees is not responsible for the information you volunteer about yourself in the discussions in certain public areas of the Services or information that you choose to make public in your member profile or other areas of the Services that allow users to upload or post content. We discourage users from posting such Personal Information in this fashion. You can change your publicly available information at any time via your profile page. To request removal of your Personal Information from these areas, please see Contact Section in this Privacy Policy for further details. In some cases, we may not be able to remove your Personal Information, in which case we will let you know we are unable to do so and why.

This Privacy Policy does not cover the practices of third parties, including those that may disclose information to Groupees. We are not responsible for the accuracy of any information provided by third parties or third party policies or practices.

How Is Such Information Used?

We may Process User Information for the following purposes: providing the Services to you; communicating with you; providing advertising to you on the Channels; analyzing engagement with our audience; observing user engagement and purchase activity across the Service and Channels; marketing our services and offerings to current and prospective customers; managing our IT systems; financial management; conducting surveys; ensuring the security of our systems; conducting investigations where necessary; compliance with applicable law; and improving our Services.

We may Process your User Information to contact you via email or other methods of communication to provide you with information regarding the Services that may be of interest to you. We may send information to you regarding the Services, upcoming promotions and other information that may be of interest to you, using the contact details that you have provided to us and always in compliance with applicable law.

You may unsubscribe from our newsletter lists at any time by following the unsubscribe instructions included in every email we send. We will not send you any emails from a list you have selected to be unsubscribed from, but we may

continue to contact you to the extent necessary for the purposes of any other Services you have requested or for additional emails you have signed up for.

Cookies

Groupees and its partners may use cookies and other tracking technologies to analyze trends, administer Services, track users' movements around the Services and on third party sites, devices and applications, and to gather demographic information about our user base. You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on the Services. Please see our Cookie Policy for more information, including a more in-depth explanation of what cookies are, the different types of cookies used on the Services, and how to change or delete them.

Tracking technologies on the Services may be deployed by Groupees and/or by our service providers or partners. Certain tracking technologies enable us to assign a unique identifier to you, and relate information about your use of the Services to other information about you, including your User Information. We may match information collected from you through different means or at different times and use such information along with offline and online information obtained from other sources (including from third parties), including, but not limited to, demographic information and updated contact information, for the purposes of learning more about you so we can provide you with relevant content and advertising.

When you receive email messages or newsletters from us, we may use web beacons, embedded scripts, customized links, clear GIFs or similar technologies to determine whether the email has been opened and which links you click in order to provide you with more focused email communications or other information, and/or to aggregate that information with other data we collect to use for some or all of the purposes outlined in this Privacy Policy.

We and our partners (including but not limited to e-commerce partners, affiliates, and analytics providers) also may use technologies such as pixel tags, IP addresses, and Local Storage such as HTML5 to analyze trends; administer the Services; collect and store information such as user settings and anonymous browser identifiers; supplement our server logs and other methods of traffic and response measurement; track users' location and movements around the Services; gather demographic information about our user base; and to improve our understanding of traffic on the Services and visitor behavior. We may receive reports based on the use of these technologies by these third party companies on an individual and aggregated basis. Various browsers may offer their own management tools for removing Local Storage.

We may use mobile analytics software to collect data and to better understand

the functionality of our mobile software, devices and applications on your phone and other devices. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We may link this information to User Information.

Certain third parties may collect information about you for online behavioral advertising (“OBA”) purposes in order for you to receive relevant interest-based advertising on the Services and on other websites, platforms and media channels. OBA is also referred to as interest-based advertising.

These third parties may use Online Data as well as other User Information to send you OBA. For example, if you read an article about a particular subject on the Services, the third party may use cookies to later serve you an advertisement for a particular product or service related to the viewed article. These third party vendors may connect information about pages you visit on the Services with information about pages you visit on other Channels and show you advertising based on this combined information. These advertisements may appear when you are visiting a different section of the Services or on another Channel.

The specific providers we use for OBA are subject to change. For a list of some of the applicable providers, [click here](#). For more details about OBA and opting out, see Section [How to Control My Personal Information](#).

Lawful basis for processing.

We may Process your User Information where: you have given your consent; the Processing is necessary for a contract between you and us; the Processing is required by applicable law; the Processing is necessary to protect the vital interests of any individual; or where we have a valid legitimate interest in the Processing.

Is The Information Shared or Disclosed?

Groupees does not sell or share the information it collects through the Service except as described in this Privacy Policy. Information collected from you is disclosed and used to complete and support your purchases from and use of the GroupeesService and to comply with any requirements of law. For example, we may disclose information to third party payment processors. We may also disclose information to third party social networks at your direction, e.g. when you "tweet" or "like" something on the Service.

From time to time, we may run contests, special offers, or other events or activities ("Events") on the Service together with a third party partner. If you provide information to such third parties, you give them permission to use it for

the purpose of that Event and any other use that you approve. We cannot control third parties' use of your information. If you do not want your information to be collected by or shared with a third party, you can choose not to participate in these Events.

We may disclose your User Information to: legal and regulatory authorities; our external advisors; parties who Process User Information on our behalf ("Processors"); any party as necessary in connection with legal proceedings; any party as necessary for investigating, detecting or preventing criminal offences; any purchaser of our business; and any third party providers of advertising, plugins or content used on the Services.

Choice.

You can access and modify your information by visiting your unique download page and changing the settings.

The Security of Your Information.

We have implemented appropriate technical and organizational security measures designed to protect your User Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, unauthorized access, and other unlawful or unauthorized forms of Processing, in accordance with applicable law. In certain instances we may use Secure Sockets Layer encryption and/or transfer certain User Information in a non-human readable format to provide protection. However, we cannot guarantee there will not be a breach, and we are not responsible for any breach of security or for the actions of any third parties.

Because the internet is an open system, the transmission of information via the internet is not completely secure. Although we will implement reasonable measures to protect your information, we cannot guarantee the security of your data transmitted to us using the internet. Any such transmission is at your own risk and you are responsible for ensuring that any Personal Information that you send to us are sent securely.

International Transfers

Where we transfer User Information from the European Economic Area ("EEA") to a recipient outside the EEA that is not in an adequate jurisdiction, we do so on the basis of standard contractual clauses.

Children.

Groupees will not knowingly collect personally identifiable information from any person age 13 and under. Groupees encourages parents to instruct their children to never give out personal information when online. Parents who are concerned about the transfer of personal information from their children may

contact us at support@groupees.com to obtain a record of any information held by Groupees and have it removed at their request.

Data Accuracy, Data Minimization and Data Retention

We take every reasonable step to ensure that your User Information is kept accurate and up-to-date and are erased or rectified if we become aware of inaccuracies. We take every reasonable step to limit the volume of your User Information that we Process to what is necessary. We take every reasonable step to ensure that your User Information is only retained for as long as they are needed. Online Data related to OBA is kept by Groupees for not more than 180 days after which it will expire, subject to certain conditions.

What I can do to control my information.

You may directly take steps to change your preferences as follows:

Your Newsletter and Email Subscriptions. You can opt out or unsubscribe to a newsletter or other email list at any time by following the instructions at the end of the newsletters or emails you receive. Please allow five to ten business days for changes to take effect. On some parts of the Service, member service-related communications are an integral part of such Services to which you subscribe and you may continue to receive emails as part of that particular portion of the Services unless you cancel your account, even if you opt out of the newsletters or email list. If you have provided more than one email address to us, you may continue to be contacted unless you request to unsubscribe each email address you have provided.

Push Notifications. We send you push notifications from time-to-time in order to update you about any events or promotions that we may be running. If you no longer wish to receive these types of communications, you may turn them off by adjusting the permissions in your mobile device. Please note that your opt out is limited to the device used and will not affect subsequent subscriptions or non-promotional communications, such as those about your account, transactions, servicing or Groupees's ongoing business relations.

Mobile Applications. There are a variety of tracking technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifier, or other identifiers such as "Ad IDs" to associate app user activity to a particular app and to track user activity across apps. You can stop all collection of information via our mobile applications by uninstalling them. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain location-based services, by adjusting the permissions in your mobile device (which is usually located in the Settings area of your device).

Unlinking your Groupees Account from Third Party Services. If you have linked

your Groupees account with certain third party services, such as Steam, Twitch, or Battle.net, you may unlink your accounts at any time by visiting your Groupees account settings. Please note that unlinking your accounts will not affect any information previously shared through the linking, and Groupees may continue to use and share that information in accordance with this Privacy Policy. Groupees is not responsible for any third party data practices, and we recommend that you carefully review their online policies. Steam (which is owned and operated by Valve Corporation) has a privacy policy available [here](#).

OBA. European Union and Swiss residents should visit the European DAA by clicking [here](#). Canadian residents should visit the DAA of Canada by clicking [here](#). U.S. residents and residents of all other countries or territories not listed above can click [here](#) for the DAA site to learn more about the use of cookies, your opt-out choices, and more. For information about the DAA's opt out program for mobile apps, click [here](#). Please be aware that, even if you are able to opt out of certain kinds of interest-based advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain interest-based advertising to you, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Groupees is not responsible for effectiveness of, or compliance with, any third-parties' opt-out options or programs or the accuracy of their statements regarding their programs.

Cookies and Pixel Tags. You may stop or restrict cookies and pixel tags on your computer or purge cookies from your browser by adjusting your web browser preferences. However, if you "turn off," purge, or disable cookies or pixel tags, although you may still use the Services, you may not be able to use all of the features, functions, or services available on the Services.

California Residents. In accordance with the California Online Privacy Protection Act, we may collect Personal Information about your online activities when you use the Services. While we give our users many avenues to opt out of providing Personal Information, we do not respond to Web browsers' "do not track" signals. California's "Shine the Light" law, Civil Code Section 1798.83, permits our users who are California residents to periodically request and obtain certain information about any Personal Information disclosed to third parties for direct marketing purposes. If you are a California resident and wish to make such a request or if you wish for us to refrain from gathering your Personal Information, please submit your request in writing to the contact details set out in Section 17 below.

EU Residents. GDPR provides certain rights for EU residents. You may decline to share certain information with us, in which case we may not be able to provide some of the features and functionality of the Services. These rights include, in accordance with applicable law, the right to object to or request the

restriction of processing of your information, and to request access to, rectification, erasure and portability of your own information. Where we process your information on the basis of your consent, you have the right to withdraw that consent (noting that such withdrawal does not affect the lawfulness of any Processing performed prior to the date on which we receive notice of such withdrawal, and does not prevent the Processing of your Personal Information in reliance upon any other available legal bases). Requests should be submitted by contacting us (using the contact instructions below). If you are an EU resident and have any unresolved privacy concern that we have not addressed satisfactorily after contacting us, you have the right to contact the appropriate EU Supervisory Authority and lodge a complaint.

Links to Other Web Sites.

We are not responsible for the practices employed by websites linked to or from the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding.

Your Consent To This Privacy Policy.

By using this Service, you agree to this Privacy Policy. This is our entire and exclusive Privacy Policy and it supersedes any earlier version. Our [Terms and Conditions](#) take precedence over any conflicting Privacy Policy provision. We may change this Privacy Policy by posting a new version of this Privacy Policy on this Service which it is your responsibility to review. Your continued use of the Service constitutes your agreement to this Privacy Policy and any updates.

Contacting Groupees.

You may contact us at the addresses set out below or by emailing support@groupees.com

Groupees
Thomas Brooke
1515 SW Elizabeth Court
Portland, OR 97201

Governing Law

This Privacy Policy is governed by, and construed under, the laws of the United States of America and the law of the State of Oregon, excluding its choice of law provisions.

Dispute Resolution Outside The European Union

If you are a resident of any country not a current member of the European Union, you agree that should any dispute or claim arise out of, or relate to, this

Policy (“Claim”), you will attempt in good faith to negotiate a written resolution of the Claim directly with us. You agree that if the matter remains unresolved for thirty (30) days after one party has provided written notice of the Claim to the other party, all parties shall join in mediation services in Portland, Oregon with a mutually agreed mediator in an attempt to resolve the dispute. Should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys’ fees, even if you would otherwise be entitled to them.

Groupees will send its notice to the mailing or email address that we have on file. You will send your notice to Groupees LLC, 1515 SW Elizabeth Court, Portland, OR 97201, Attn: Legal Department. Please note that this informal resolution procedure does not suspend any statutory limitation periods applicable to the bringing of a Claim.

Dispute Resolution for Residents of the European Union

If you are a resident of the European Union, in the event that you have any dispute or claim arising out of or relating to this Privacy Policy, you may report your claim to the European Union Data Protection Authorities located in your jurisdiction.