

# Privacy Notice

Privacy Policy – Effective Date January 1, 2015

**Jerod Motley et al.** (collectively “company name”, “we”, “us”, or “our” values your privacy. This privacy policy applies to (“Privacy Policy”) **JSpades** (“App”) and explains how we collect, use, and disclose information we collect from you via the App. By using the App you agree that you have read, understand, and agree to these terms of service (“Terms of Service”), which incorporate our Privacy Policy available [here](#). If you do not agree to these Terms of Service or the Privacy Policy, please do not use the App. If you have any questions regarding these Terms of Service, please contact us at [motleyj@gmail.com](mailto:motleyj@gmail.com).

## [Collection and use of personal information](#)

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### **Collection and use of personal information**

**Jerod Motley et al.** collects the name of the App and the unique identifier to help the App host, Google determines which ads they have served to other apps on your device. For information regarding the personal information collected by Google, the App host read the [Google Privacy and Terms Policy](#).

### **Protection of personal information**

For tips and advice on staying safe and managing your data online visit the [Google Safety Center](#)

## **Children**

### **A SPECIAL NOTE FOR PARENTS AND LEGAL GUARDIANS:**

**Jerod Motley et al.** adheres to the U.S. Children's Online Privacy Protection Act of 1998 (“COPPA”) and the guidelines of the Children's Advertising Review Unit (“CARU”) of the Council of Better Business Bureaus, in our Apps directed to children under 13. Wherever we refer to “children” or a “child” in this Privacy Statement, we mean children under 13. Please help us protect your children's privacy by instructing them never to provide personal information (like their full name, e-mail address, home address, telephone number, etc.) without your permission.

# Privacy Notice

## **A SPECIAL NOTE TO KIDS:**

If you are under 13, you should get your parent's or legal guardian's permission before giving out your contact information, like e-mail address or phone number, or any other personal information, to [Jerod Motley et al.](#) or to anyone else.

## **1. What Are [Jerod Motley et al.](#) Children's Privacy Practices?**

Our Apps directed to children under 13, do not collect personal contact information (like full name, e-mail address, phone number or home address) without consent of a parent or legal guardian except in special, limited circumstances described below. We do not ask for more information than is necessary for a child to participate in the activity. We take steps to prevent children from posting or publicly disclosing personal contact information, like name, phone number or e-mail address, online, without parental consent. We instantly provide parental consent for \$4.99 USD through online verification by clicking [here](#). [make [here](#) a link to PayPal]

### **a. What Information Does [Jerod Motley et al.](#) Collect from Children Under 13 and How Is It Used?**

To access and download our Apps we will ask your child to "register." They can often do so anonymously by just providing a first name or user name, and password. When we ask for your child's first name, we encourage them to use a "screen name" (not their real name) that only they know, and ask your child to make up a special password. We use technology, like cookies, to recognize visitors by their user name when they revisit our App and to screen for age in accordance with COPPA. We may also use technology for similar purposes in our Apps. Your child can download an App and play the game without "registering". However, doing so will limit your child's playing experience.

We also use technology to facilitate the ability to play games, to recognize returning visitors, for research, and for other purposes, including to screen under-age visitors from certain features or areas intended for older visitors, and to collect certain information automatically.

### **b. Can My Child Access the Web Through Your Sites or Apps?**

Apps must typically be downloaded from an app store. Your computer or mobile device may enable you to restrict your child's ability to visit other areas on the Internet and to make purchases online or through Apps.

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App stores generally require an adult mobile device owner to register to download or make purchases. Some Apps may offer options to visit an online store to make a product purchase.

We encourage you to spend time with your children when they are online or using any mobile device so you understand the sites, activities and apps they are engaged in, and to adopt available device and browser controls that reflect your preferences about your children's ability to access the Internet or make purchases online.

### **c. Can I Access Update and Review Information You Have About My Child?**

Upon parental consent, a parent or legal guardian can complete the electronic Children's Personal Information Access Request form to review the personal information we will collect or have collected about their child, update their child's contact details, request deletion, or refuse to allow further collection or use of the information.

Please note, however, if you ask us to delete your child's information, your child may not be able to participate in the App activity.

## **Terms of Service**

NO WARRANTY AND LIMITATION OF LIABILITY AND INDEMNIFICATION  
THE MATERIAL IN THIS APP IS PROVIDED 'AS IS' AND 'AS AVAILABLE' AND IS WITHOUT WARRANTY OF ANY KIND. [Jerod Motley et al.](#) DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS APP AND THE MATERIAL IN THIS APP. [Jerod Motley et al.](#) ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE IN THIS APP IS ACCURATE, COMPLETE, OR CURRENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL [Jerod Motley et al.](#) BE LIABLE FOR ANY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF [Jerod Motley et al.](#) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS APP OR THE CONTENTS OF THIS APP. CERTAIN STATE LAWS MAY NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

You will indemnify and hold us harmless from and against any and all claims, losses, and damages, including attorneys' fees that arise in connection with your use of the App or your breach of these Terms of Use and/or the Privacy Policy.

## **Children**

In compliance with COPPA (Children's Online Privacy Protection Act) [Jerod Motley et al.](#) online services or Apps directed to children under 13, do not collect personal contact information (like full name, e-mail address, phone number or home address) without consent of a parent or legal

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guardian except in special, limited circumstances described below. We do not ask for more information than is necessary for a child to participate in the activity. We take steps to prevent children from posting or publicly disclosing personal contact information, like name, phone number or e-mail address, online, without parental consent.

## **SECURITY**

We follow generally accepted industry standards to protect the information we collect. That said, no data security measures are 100% secure. Therefore, while we implement reasonable physical, technical, and administrative measures to protect the information we collect, we cannot guarantee its absolute security.

## **CHANGES TO THESE TERMS OF USE**

We have the right to change these Terms of Use without prior notification to you. If we make a change to these Terms of Use, we will change the effective date above. We suggest you review these Terms of Use from time to time. If we materially change these Terms of Use, we will attempt to provide you with notice of such changes via email or by posting a notice on our App.

## **CHOICE OF LAW**

These Terms of Use shall be governed by the laws of the State of New Jersey without regard to its conflicts of law rules.

## **CONTACT**

If you have any questions regarding these Terms of Use, please contact us at [motleyj@gmail.com](mailto:motleyj@gmail.com).