



Site Gamersband (beta version)

Available at <http://www.gamersband.com>

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Publisher

Gamersband™ is an online social platform for people who enjoy playing video games, designed and published by Oxent. Gamersband is a protected trademark registered at the INPI in France in 2010.

Oxent SARL with a capital of 42 900 €

76 BD St-Michel 75006 Paris

RCS Paris 518 858 378

Tél. : +33 1 55 42 15 01

Fax : +33 1 55 42 15 03

Web: www.oxent.net

Legal representatives: Antoine Frankart et Matthieu Dallon

Host

The website gamersband.com, property of the company Oxent, is hosted by the company Ambika SARL, on the Level 3 communications network.

Ambika SARL with a capital of 37 100 €

5 rue Alfred de Musset 94100 Saint Maur des Fossés

RCS Créteil 482 919 834

Tél. : +33 1 72 77 80 00

Fax : +33 1 72 77 80 80

Web: www.ambika.fr

Gamersband / Code of Conduct

Gamersband.com (the "Site" or "Gamersband"), a service of Oxent, SARL (the "Company," "we" or "us"), is a location-based social networking tool that connects people based on the places they live in the real world and their games. With Gamersband people share their location, games collections, notes, and photos with friends and other users of the site. People can see where their friends are, what they're playing to, see what's going on around them, and meet real-world friends. Therefore, we have established certain rules for using Gamersband and for posting notes, photos, and other content on Gamersband, the rules of which are set forth in our Terms of Use and in this Code of Conduct. WHEN YOU USE GAMERSBAND, YOU ARE AGREEING TO ABIDE BY THIS CODE OF CONDUCT AND THE OTHER RULES SET FORTH IN OUR TERMS OF USE. FAILURE TO ADHERE TO THIS CODE OF CONDUCT OR THE TERMS OF USE MAY RESULT, AMONG OTHER THINGS, IN TERMINATION OF YOUR ACCOUNT AND THE DELETION OF CONTENT THAT YOU HAVE POSTED ON GAMERSBAND, WITH OR WITHOUT NOTICE, AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. We ask that you please refer to our Terms of Use for further information regarding your rights and the rules that apply to your use of Gamersband. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of this Code of Conduct at any time without further notice. Your continued use of the Site after any such changes constitutes your acceptance of the new Code of Conduct. If you do not agree to abide by these or any future Codes of Conduct, do not use or access (or continue to use or access) the Site. It is your responsibility to regularly check the Site to determine if there have been changes to this Code of Conduct and to review such changes. Violation of any of this Code of Conduct will result in the termination of your Site account. You understand and agree that the Company is not responsible for the content posted on the Site and that you use the Site at your own risk.

User Content

You are solely responsible for any activity and content (including, without limitation, data, text, information, nicknames, graphics, photos, profiles, audio and video clips, and links to third-party content) that is posted under your nicknames (collectively, "User Content"). You may only use the Site for personal, non-commercial purposes.

You may not use the Site for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. You must not upload, transmit, post or otherwise share any content that (a) violates or infringes upon the rights of any third party, including, without limitation, copyright, trademark, privacy, publicity or other personal or proprietary rights; (b) contains libelous, defamatory, or otherwise unlawful material; or (c) is obscene. The Company undertakes to obey all relevant copyright laws. We will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. We reserve the right to remove content and accounts that we determine in our sole discretion are or may be unlawful, threatening, offensive, obscene or in violation of any party's intellectual property rights, this Code of Conduct or our Terms of Use. The Site makes it possible to post to outside websites images and text hosted on the Site. This use is encouraged! Pages on other websites which display data hosted on the Site must provide a link back to the Site. If you decide to access outside websites you do so at your own risk. We do not endorse or take responsibility for the content on other websites or the availability of other websites and you agree that we are not liable for any loss or damage that you may suffer by using other websites.

User Etiquette & Conduct

Gamersband is a community. Out of respect for others in that community you may not post or share any content that (a) is obscene or sexually explicit; (b) depicts graphic violence; or (c) threatens, demeans, abuses, or harasses any of our users. You must provide accurate, current and complete information about yourself when registering for an account on the Site ("Registration Data"). You must also update your Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete.

You may not impersonate any person or entity or misrepresent yourself or your affiliation with any person or entity. You must not modify, adapt or hack the Site or modify another website so as to falsely imply that it is associated with the Site. You must not create or submit unwanted email or other messages to any Gamersband users ("Spam"). You must not transmit any worms or viruses or any code of a destructive nature.

You must not, in the use of Gamersband, violate any laws in your jurisdiction (including but not limited to copyright laws).

Gamersband / Terms of Use

By using Gamersband.com (the "Site"), a service of Oxent, SARL (the "Company," "we" or "us"), you are agreeing to be bound by the following terms and conditions ("Terms of Use" or "Terms"), whether or not you are a registered member of the Site. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes. Violation of any of these terms and conditions will result in the termination of your Site account. You understand and agree that the Company is not responsible for the content posted on the Site and that you use the Site at your own risk.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Basic Terms

By using Gamersband, a service of Oxent, SARL, you are agreeing to be bound by the following terms and conditions ("Terms of Use")

1. You must be at least 13 years old to use the Site. Any registration by, use of or access to the Site by anyone under 13 is unauthorized, unlicensed and in violation of these Terms. By using the Site, you represent and warrant that you are 13 or older and that you agree to abide by these Terms. Minor children under the age of 18 who wish to use the Site must obtain permission from their parents and their parents must agree to these Terms. You (the parent) must register an account on the Site and add your child or children to your (the parent's) account and certify that you are the legal guardian of the child/children listed on the account. By

adding a child to your account, you also give your child permission to access all of the Site and to use all of the services offered on the Site. Please remember that the Site and its services are designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the services and/or Site Content (as defined below) are appropriate for your child.

2. You are solely responsible for any activity and content (including, without limitation, data, text, information, screen names, graphics, photos, profiles, audio and video clips, and links to third-party content) that is posted under your screen names (collectively, "User Content").
3. You must provide accurate, current and complete information about yourself when registering for an account on the Site ("Registration Data"). You must also update your Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete.
4. You are responsible for keeping your password secure.
5. You may only use the Site for personal, non-commercial purposes. You may not use the Site for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.
6. You must not upload, transmit, post or otherwise share any content that (a) violates or infringes upon the rights of any third party, including, without limitation, copyright, trademark, privacy, publicity or other personal or proprietary rights; (b) contains libelous, defamatory, or otherwise unlawful material; or (c) is obscene.
7. You must not modify, adapt or hack the Site or modify another website so as to falsely imply that it is associated with the Site.
8. You must not create or submit unwanted email or other messages to any Gamersband Users ("Spam").
9. You must not transmit any worms or viruses or any code of a destructive nature.
10. You must not, in the use of Gamersband, violate any laws in your jurisdiction (including but not limited to copyright laws).

General Conditions

1. All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. This license is revocable at any time without notice and with or without cause.
2. What's yours is yours. You own your User Content, not us. You grant the Company

and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display your User Content (in whole or in part) and/or to incorporate such your User Content in other works in any form, media, or technology now known or later developed. You also grant each user of the Site the right to access, display, view, store and reproduce such your User Content for personal use. You represent and warrant to the Company that you have the right to grant the licenses stated above.

3. We're not responsible for any third party fees (including, without limitation, Internet, mobile phone, or text messaging fees).
4. We reserve the right to modify or terminate the Site without notice at anytime.
5. Know that we could charge for use of the Site, or any part of the Site, later on.
6. We reserve the right to remove content and accounts that we determine in our sole discretion are or may be unlawful, threatening, offensive, obscene or in violation of any party's intellectual property rights or these Terms of Use.
7. The Site makes it possible to post to outside websites images and text hosted on the Site. This use is encouraged! Pages on other websites which display data hosted on the Site must provide a link back to the Site. If you decide to access outside websites you do so at your own risk. We do not endorse or take responsibility for the content on other websites or the availability of other websites and you agree that we are not liable for any loss or damage that you may suffer by using other websites.
8. We reserve the right to reclaim public placemarks and usernames on behalf of businesses or individuals that hold a legal claim or trademark on those public placemarks or usernames.

Copyright

1. We claim no intellectual property rights over the material you provide to the Site. Your profile and the materials you upload remain yours. You can remove your

profile at any time by deleting your account. This will also remove any text, images or other content you have stored on the Site.

2. We encourage users to contribute their creations to the public domain or consider progressive licensing terms.
3. The Company undertakes to obey all relevant copyright laws. We will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws.

To make a claim, please provide us with the following

1. A physical or electronic signature of the copyright owner or the person authorized to act on the copyright owner's behalf;
2. A description of the copyrighted work claimed to have been infringed;
3. A description of the infringing material and information reasonably sufficient to permit the Company to locate the material;
4. Your contact information, including your address, telephone number, and email;
5. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Claims can be submitted via email at contact@gamersband.com.

Privacy

It is our policy to respect the privacy of individuals who visit the Site. Our privacy policy, which you may view at Privacy Policy (the "Privacy Policy"), is incorporated herein by reference. By accepting these Terms, you expressly consent to the use and disclosure of your personally identifiable and other information as described in the Privacy Policy.

Disclaimer

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WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, THE COMPANY MAKES NO WARRANTY THAT THE SITE OR THE SERVICES PROVIDED ON THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT THE SITE OR OUR SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SITE, INCLUDING ANY SERVICES PROVIDED ON THE SITE, WILL BE AVAILABLE, OR THAT DATA ENTERED WILL BE SECURE FROM UNAUTHORIZED ACCESS.

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ACKNOWLEDGE THAT DOWN-TIME, LOSS OF CONTENT, AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL CONTENT ABOUT YOURSELF IN YOUR USE OF THE SITE AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT. IF YOU ARE DISSATISFIED WITH THE SITE, OR WITH ANY OF THESE TERMS, OR FEEL THE COMPANY HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. THE TOTAL LIABILITY OF THE COMPANY TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE SHALL NOT EXCEED THE GREATER OF EITHER THE AMOUNT PAID BY YOU FOR THE SERVICES IN QUESTION OR ONE HUNDRED DOLLARS (US\$100) TOTAL. IT IS THE INTENTION OF BOTH OF US THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

Indemnification

You agree to indemnify and hold the Company, and its subsidiaries, affiliates, officers, managers, members, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, your violation of these Terms, or your violation of any rights of another.

Additional Terms

These Terms of Use constitute the entire agreement between you and the Company regarding the use of the Site, superseding any prior agreements between you and the Company relating to your use of the Site. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use shall be deemed invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions, which

shall continue in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or these Terms of Use must be brought, if at all, within one (1) year from the accrual of the claim or cause of action or be forever barred. These Terms of Use and any claims hereunder shall be governed by and subject to the laws of the state of Colorado, without giving effect to any principles of conflicts of law.

Gamersband / Privacy Policy

Details

Oxent, SARL. ("Gamersband ") provides this Privacy Policy details to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users of www.gamersband.com (this "Site") and our Services (defined below). This Privacy Policy applies only to information that you provide to us through the Site and the Services. This Privacy Policy may be updated from time to time. We will notify you of any material changes by posting the new Privacy Policy on the Site. You are advised to consult this policy regularly for any changes. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms of Service. As used in this policy, the terms "using" and "processing" information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to, collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our organization or among our affiliates within France or internationally.

Information Collection and Use

Our primary goals in collecting information are to provide and improve our Site, services, features and content, to administer your Account (as defined below) (together, the "Service") and to enable Visitors (defined below) to enjoy and easily navigate the Site.

Personally Identifiable Information

- When you register with us or when you choose to add information to your profile we will ask you for personally identifiable information. This refers to information about you that can be used to contact or

identify you ("Personal Information"). Personal Information includes, but is not limited to, your name, email address, location, and certain information, including login credentials, related to your social networks and other third party sites. We use your Personal Information mainly to provide the Service and administer your inquiries.

- We also collect the other information that you provide as part of registration and the administration and personalization of your profile page and Account (e.g., without limitation, zip code (on its own), your postings, location information, photos and individual preferences) ("Non-Identifying Information").
- We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the Service and administer your inquiries.
- Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences). We may combine your Personal Information with Non-Identifying Information and aggregate it with information collected from others who use Gamersband to attempt to provide you with a better experience, to improve the quality and value of the Service and to analyze and understand how our Site and Service are used. We may also use the combined information without aggregating it to serve you specifically, for instance to deliver a product to you according to your preferences or restrictions.
- While Gamersband offers you the ability to determine how much information you wish to share through the Services through your "Account Settings," any Personal Information or other content that you voluntarily disclose online (for example, on your public profile, in posts, comments, or notes) becomes publicly available and could be collected and used by others. Your account User Name, or your full name if you choose to provide it within your Account Settings, is displayed to other users when you post, send direct messages, or comment. Users may also search the Service

and find your public profile which will include your User Name and any post made to everyone or in "public mode" or comments that you submit to the Site may be redistributed through the Internet and other media, and could be viewed and/or used by the general public. In addition, if you chose to connect the Service to your other networks (including, but not limited to Facebook and Twitter), any information you post and your User Name through the Service will be shared with your other networks.

- We also use your Personal Information to contact you (via such means as message, email, etc.) with Gamersband marketing or promotional materials, those "Notifications" you elect to receive and other information that may be of interest to you (such as, when a friend is nearby or new games on your favorite platform). Receiving these and other notifications is at your discretion and determined by you in your Account Settings. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your "Account Settings" page.

Log Data

When you visit the Site or use the Services, whether as a registered Gamersband user (a "User") or a non-registered visitor just browsing (any of these, a "Visitor"), our servers automatically record information that your browser sends whenever you visit a website ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type or the webpage you were visiting before you came to our Site or while you are using the Services, pages of our and third party sites that you visit, the time spent on those pages, information you search for on our Site or through the Services, access times and dates, and other statistics. We use this information to monitor and analyze use of the Site and the Service and for the Site and Services' technical administration, to increase the Site and Services' functionality and user-friendliness, and to better tailor it to our Visitors' needs. For example, some of this information is collected so that when you visit the Site again, it will recognize you and the Services will serve information appropriate to your interests. We also use this information to verify that Visitors and Users meet the criteria required

to process their requests. We do not treat Log Data as Personal Information but we may use in association with other information and we may aggregate, analyze and evaluate such information for the same purposes as stated above regarding other Non-Identifying Information.

Cookies

Like many websites, we use "cookies" to collect information. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use cookies for two purposes. First, we utilize persistent cookies to save your registration ID and login password for future logins to the Site. Second, we utilize session ID cookies to enable certain features of the Site, to better understand how you interact with the Site and to monitor aggregate usage by Visitors and web traffic routing on the Site. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site and Service and then close your browser. Third party advertisers on the Site may also place or read cookies on your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of the Service.

Phishing

Identity theft and the practice currently known as "phishing" are of great concern to Gamersband. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your Account ID, login password, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication.

Registered Users

When you register through the Site and submit your Personal Information to create a profile page, other Users will see your "User Name." You can choose what other Personal Information you provide as part of your profile, including but not limited to your location and information contained in your posts ("Other User Information"). Providing Other User Information is voluntary and should correlate with the degree of interaction you want to have with other Users. We recommend that you guard your anonymity and sensitive information and that you not use your real name as your

"Nickname," since that would allow others to identify you. We recognize that privacy is important and suggest that you consider what types of Other User Information you choose to share, including information about your location. Should you choose to disclose your information to "everyone" based on the settings in your post or profile, any location information that you choose to share will become public.

Aggregate Information and Non-Identifying Information

We may share aggregated information that includes Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and to deliver targeted advertising about other products and services.

Compliance with Laws and Law Enforcement

Gamersband cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Gamersband or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, an illegal, unethical or legally actionable activity.

Business Transfers

Gamersband may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Changing or Deleting Your Information

All registered Users may review, update, correct or delete the Personal Information in their registration profile by accessing their Account Settings (Profile) page. If you completely delete all such information, then your Account will become deactivated. If you would like us to delete your record in our system, please contact us and we will attempt to accommodate your request if we do not have any legal obligation to retain the record. See below for privacy contact information.

Invitations

Registered Users can invite friends to become registered users by sending invitation emails via our automated invitation system. We do not store the email addresses provided for these purposes.

Security

Gamersband is very concerned with safeguarding your information. We employ administrative, physical and electronic measures designed to protect your information from unauthorized access.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on this Site in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

Links to Other Sites

Our Site, Service and the Application contain links to, and may allow you to visit, other websites ("Third Party Sites"). If you choose to visit any of these Third Party Sites by "clicking on" another third party link or navigating to a Third Party Site, you will be directed to that third party's website. The fact that we link to a website or present a banner ad or other type of advertisement is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

Our Policy Toward Children

The Site and the Services are not directed to Users under 13. We do not knowingly collect personally identifiable information from children under 13. If a parent or guardian becomes aware that his or

her child has provided us with Personal Information without their consent, he or she should contact us at contact@gamersband.com. If we become aware that a child under 13 has provided us with Personal Information, we will delete such information from our files.

Contacting Us

If you have any questions about this Privacy Policy, please contact us at contact@gamersband.com.

(These codes of conduct, terms of service and privacy policy were inspired by Twitter).