
PRIVACY POLICY OF YUTA GAME DESIGN LLC

Last Revised on April 8, 2020

IMPORTANT: THIS PRIVACY POLICY (HEREINAFTER “POLICY”) CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) (“USER”, "YOU" OR "YOUR”) AND YUTA GAME DESIGN LLC (COLLECTIVELY YUTA GAME DESIGN LLC AND ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, PARENTS AND SUBSIDIARIES ARE HEREINAFTER “YUTA GAME DESIGN,” “WE”, “US” OR “OUR”) AS TO HOW WE USE INFORMATION YOU PROVIDE TO US OR THAT WE COLLECT FROM [HTTPS://WWW.SHIPRACE.COM/](https://www.shiprace.com/) AND ANY OTHER WEBSITE OWNED AND OPERATED BY YUTA GAME DESIGN (THE “WEBSITE(S)” OR “SITE(S)”) AND ANY YUTA GAME DESIGN SOFTWARE, INCLUDING ANY YUTA GAME DESIGN MOBILE APPLICATIONS (THE “APPLICATIONS” OR “APP(S)”) OR OTHER SERVICES OFFERED BY YUTA GAME DESIGN, ITS SUBSIDIARIES AND/OR AFFILIATES, FROM TIME TO TIME (COLLECTIVELY, THE WEBSITE(S), APP(S) AND OUR SERVICES ARE REFERRED TO AS THE “PLATFORM”).

PLEASE ALSO NOTE: THIS POLICY CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS AS DETAILED BELOW. PLEASE READ THIS POLICY CAREFULLY AND FULLY.

Acceptance of Policy. By using the Platform, you agree to be bound by this Policy. If you do not agree to this Policy, then you may not access or use the Platform.

Changes to Policy. Yuta Game Design reserves the right, in its sole discretion, to modify this Policy, and any other documents incorporated by reference herein, at any time and without prior notice. Any changes to this Policy will be effective immediately upon posting and will be indicated by a change to the “Last Revised” date at the top of this Policy. Please note that your continued use of the Platform after such changes will constitute acceptance and agreement to such changes. Please review this Policy each time to determine if this Policy has changed.

Consent. You affirm that you are at least 18 years of age and are fully able and competent to enter into, and accept the terms and conditions of this Policy. If you are under 18 years of age, you warrant and represent that your parent or guardian has given you permission to use our Platform. See how we use information below. If you are accessing and using the Platform on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to the terms and conditions of this Policy. In that situation, "you", "your", “Customer Member” and/or “Customer Members” will refer to both you and that entity.

Yuta Game Design is committed to protecting your privacy. This Policy governs the manner in which Yuta Game Design, owner of the website <https://www.shiprace.com/> (the “Site”) and the mobile application Yuta Game Design (the “Application” or “App”), (collectively the “Platform”) collects, uses, maintains and discloses information collected from visitors and users (each a “User,”

“you” or “your”) of the Platform and its related features, applications, goods, products and services (collectively, the “Services”). We care about your trust and confidence, and therefore make it a priority to ensure that your information is secure and confidential. Please read this Policy to learn about how we collect, use, and share User information whenever you access our Platform or use our Services. By visiting our Website or using our Services or Platform, you consent to the data collection and use practices described herein. You also acknowledge that any dispute you may have over privacy is subject to this Policy and our Terms of Use, which is incorporated in its entirety by reference into this Policy.

This Policy does not apply to any website, product or service of any third-party contractor or company, even if such website, product or service links to (or from) the Services. Yuta Game Design does not operate those third-party sites or application links. Please review the privacy practices of those websites or services before deciding whether to provide any of your information to them.

Information We May Collect:

Public Information and Posts. We may collect public information and posts consist of comments or content that you post to the Yuta Game Design Services and the information about you that accompanies those posts or content, which may include a name, username, comments, likes, status, profile information and picture. Public Information and Posts are always public, which means they are available to everyone and may be displayed in search results on external search engines.

Submission of Reviews, Ratings, and Comments. We collect information that you voluntarily provide as part of our Site and Services or through our Platform, including messages, posts, comments, responses, reviews, and ratings you submit through the Site, Services and/or Platform (“User Generated Content”). Yuta Game Design may in our sole discretion share your User Generated Content with others such as your reviews of our Platform or reviews of service providers. If you do not want certain information shared with others, you should not submit User Generated Content, or should not submit User Generated Content that contains information or Personally Identifiable Information you do not want shared in this manner. Once You have submitted User Generated Content, we reserve the right to publish it one or more times indefinitely in any medium to others.

Information from Social Media. If you access or log-in to a Yuta Game Design Service through a social media service or connect a Yuta Game Design Service to a social media service, the information we collect may also include your user ID and/or user name associated with that social media service, any information or content you have permitted the social media service to share with us, such as your profile picture, email address or friends lists, and any information you have made public in connection with that social media service. When you access the Yuta Game Design Services through social media services or when you connect a Yuta Game Design Service to social media services, you are authorizing Yuta Game Design to collect, store, and use such information and content in accordance with this Privacy Policy.

Activity Information. When you access and interact with the Yuta Game Design Services, Yuta Game Design and its service providers may collect certain information about those visits. For example, in order to permit your connection to the Yuta Game Design Services, our servers receive and record information about your computer, device, and browser, including potentially your IP address, browser type, and other software or hardware information. If you access the Yuta Game

Design Services from a mobile or other device, we may collect a unique device identifier assigned to that device, geolocation data (including your precise location), or other transactional information for that device.

Personally Identifiable Information. We may collect personal information that you voluntarily provide to us (collectively “Personally Identifiable Information”). Personally Identifiable Information is captured when a User willingly discloses such information to us in a variety of ways including, but not limited to, creating a profile, placing an Order, filling out a form, responding to a survey, subscribing to a newsletter, or in connection with other activities, services, features or resources we may make available on our Platform or through our Services.

Personally Identifiable Information includes, but is not limited to: (i) Contact Data (such as name, address, city, state, zip code, phone number, and email address); (ii) Financial Data (such as credit card number, expiration date, and verification code); (iii) Demographic Data (such as your zip code and gender); and (iv) (in certain limited circumstances, customer / user experiences, photographs (optional) and other personal information. This Personally Identifiable Information is user-generated only and may relate to and/or be necessary to generate the products and offerings we offer on the Services.

Users may visit our Platform without providing Personally Identifiable Information. However, refusal to supply Personally Identifiable Information may prevent users from obtaining certain Services or accessing certain offerings on the Platform.

Opting Out. You may choose not to provide us with any Personally Identifiable Information or you may turn off cookies in your web browser by changing your browser settings. If you make these decisions, you may visit the Site or Platform and browse the generally available content, but we cannot transmit or process Orders or payments without this information.

Aggregate and Automatically Collected Information. We may automatically collect and monitor general, non-personal, statistical and aggregated information about the use of the Site, Services and/or Platform such as how many visitors visit a specific page on the Site or Platform, how long they stay on that page, and which hyperlinks, if any, they click on. Such aggregate or automatically collected information may also include but is not limited to: the date, time, and length of Services or Platform access; device information, including the hardware model, operating system and version, unique device identifiers and network information; your activities within the Services or Platform; language information; internet domain and host names; internet protocol (IP) addresses; and clickstream patterns. This information represents a generic overview of our users, including their collective viewing habits, and allows us and other third parties to modify information, promotions, offers and/or discounts on products and services based on user traffic and behavior. We collect this information through the use of technologies such as 'cookies' and web beacons, which are discussed in greater detail below. We collect this information in order to help enhance the Site, Services and Platform to make for a better visitor experience.

We may automatically track, monitor, and record non-personal traffic data through the use of cookies, web beacons, and other tracking technologies.

- **Cookies** are small data text files that websites and applications use to recognize repeat users in order to facilitate users' access to websites or applications and to track usage behavior and compile usage information that allows for the improvement of content and targeted

advertising. Yuta Game Design may automatically collect non-personally identifiable information and data through the use of cookies. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set your browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser. However, please be aware that some features of our Site, Services and/or Platform may not function or may be slower if you refuse cookies. You may also get cookies from our advertisers or other third parties, as is standard practice in the internet industry. We have no control over these cookies. The use of advertising cookies sent by third party ad servers is standard in the Internet industry. We may use the services of third parties to collect and use anonymous information about your visits to and interactions with our website through the use of technologies such as cookies to personalize advertisements for goods and services. To learn more, or to opt-out of receiving online display advertisements tailored to your interests by our third party partners, visit the Digital Advertising Alliance Consumer Choice Page at <http://www.aboutads.info/choices/> or modify (where available) the privacy, advertising, marketing or other settings of your Facebook®, Google®, Twitter® or other accounts.

- **Other Tracking Technologies** may record information such as Internet domain and host names; protocol (IP) addresses; browser software and operating system types; clickstream patterns; the MAC address or other technical information from your mobile device; location information through GPS, WiFi, Bluetooth, or similar technologies; and dates and times that our Site, Services and/or Platform are accessed. An IP address is a number that is automatically assigned to your computer whenever you are surfing the web. Web servers, the computers that 'serve up' webpages, automatically identify your computer by its IP address. The Site and Services may also use technology called "tracer tags". These may also be referred to as "Pixels", "Clear GIFs" or "Web Beacons". This technology allows us to understand which pages you visit on our Site or Platform and other ways you interact with our Site, Services and/or Platform such as purchases made through the Site, Services and/or Platform. These tracer tags are used to help us to optimize and tailor our Site, Services and Platform for you and other users of our Site, Services and Platform. We may link the information we record using tracking technologies to Personally Identifiable Information we collect.
- **Do Not Track.** Do Not Track (DNT) is a privacy preference that users can set in some web browsers, allowing users to opt out of tracking by websites and online services. At the present time, the World Wide Web Consortium (W3C) has not yet established universal standards for recognizable DNT signals and therefore, Yuta Game Design and our Platform do not recognize DNT.

Use of Information.

General Use of Information. The information Yuta Game Design collects is used in a variety of ways, including:

- for internal review;
- to improve the Site, Services and/or Platform;
- to optimize third-party offers of products and/or services;
- to verify the legitimacy of reviews and ratings;
- to notify you about updates to the Site, Services and/or Platform;
- to let you know about products, services, and promotions that you may be interested in;

- to get reviews and ratings;
- for our marketing purposes and the marketing of discounts offered through our Site, Services and/or Platform by service contractors or related providers (collectively “Service Providers”);
- to fulfill and provide products and services, including personalized or enhanced services, requested by you; and
- internal business analysis or other business purposes consistent with our mission; and to carry out other purposes that are disclosed to you and to which you consent.

Use of Aggregate and Automatically Collected Information. In general, we use the information we collect to improve and expand our services and to provide customer service and technical support. We may also use collected information for the following general purposes: to contact you; to provide you with requested Services; to manage your account; to provide you with notifications and updates; to optimize third party offers or products and/or services; to monitor interest and improve our products; to respond to user questions and comments; to help customize your experience; to solicit information from you; to complete a merger or sale of assets; to resolve disputes; to protect the rights of Yuta Game Design and others; and to enforce our Terms of Use.

Use of Personally Identifiable Information. Yuta Game Design, sometimes with third party assistance, may use your Personally Identifiable Information to verify your identity, process your orders and payments through merchant account services, and/or to analyze our User demographics to better serve our users. Your Personally Identifiable Information may be used to follow up with you on transactions initiated through the Platform, respond to inquiries, inform you of changes to the Platform or Services, and/or to send you additional information about Yuta Game Design and/or <https://www.shiprace.com/> and related products or services. Unless specifically authorized by you, we do not provide Personally Identifiable Information to third parties, except as provided herein or as may be necessary to provide you with our Services. We may, however, be required to disclose information to third parties if we receive a subpoena or to otherwise comply with applicable law.

Please Note: Although you may submit credit card or other payment information to Yuta Game Design, Yuta Game Design does not collect or store that information. All credit card transactions, including the capture and storage of credit card information, are handled by our third-party merchant processing vendor PayPal (the “Payment Service”) and are subject to PayPal’s policies which can be found here: <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>; https://www.paypal.com/us/webapps/mpp/ua/useragreement-full?locale.x=en_US.

How does Yuta Game Design handle children’s information?

Note to Parents

Yuta Game Design has developed its Services to be an enjoyable experience for users age 7 and up (“Children” or “Child”). Please discuss this Policy with your Children so that they will better understand how to use the Services and the information they may be asked to provide when using the Services. Yuta Game Design believes that providing its visitors with accurate and adequate notice about the Services will inform choices and decisions about how to use the Services and will better protect its users' privacy. If you have any questions or comments about this Policy, please contact us using the contact information provided at the end of this section.

Yuta Game Design is committed to compliance with the [Children’s Online Privacy Protection Act \(“COPPA”\)](#), a federal law designed to protect Children online. We take Children's privacy seriously and encourage parents to take an active role in protecting their Children's privacy and online

experience at all times. Except as otherwise provided in this Policy, we do not collect or sell Personally Identifiable Information from users of the Services.

Services Directed to Children

Yuta Game Design's Services contain content appropriate for a wide range of audiences, including Children. For a list of Services that Yuta Game Design treats as being directed to Children under COPPA, please contact notify@yutagamedesign.com.

Collection and Use of Children's Personally Identifiable Information

Yuta Game Design may collect and store persistent identifiers (e.g., cookies, IP addresses, etc.) from Children without parental consent for the purpose of supporting the internal operations of the Service or as otherwise permitted under COPPA.

Yuta Game Design may collect and store other Personally Identifiable Information about Children if this information is submitted by a Child with prior parental consent or by the parent or guardian of the Child. If a Service is directed to children under COPPA, we may ask users to verify their dates of birth before collecting any Personally Identifiable Information from them. Those users that indicate they are Children are either blocked from the activity or taken through a parental consent process.

Yuta Game Design may collect and store the following types of Personally Identifiable Information about a Child when submitted by a Child with prior parental consent or by the parent or guardian of the Child: first and/or last name, email address, parent's or guardian's name, and parent's or guardian's email address. Yuta Game Design may also collect the Child's mailing address and/or telephone number when necessary to respond to an inquiry or fulfill a transaction, such as processing any Orders made through the Platform, delivering notices to users or customers, and/or sending the winner of a contest or sweepstakes the awarded prize (e.g. a free board game). Yuta Game Design may also collect demographic information about a Child such as the Child's date of birth, gender, toy and game ownership and other preferences, and combine such information with the Child's Personally Identifiable Information. Please refer to the sections entitled "[Information We May Collect](#)" and "[Use of Information](#)" and "How We Share Information" for further details on the information we collect and the tools we use to collect it.

When registering an account to make a purchase from Yuta Game Design, we may collect a username and password from registrants for the purpose of saving that user's purchase preferences and contact information. Once collected, we may also use the information for our internal marketing and demographic studies so that we can improve the products and Services we provide our visitors in order to better meet their needs, or as otherwise described in this Policy. Please note that we also use aggregated (i.e., non-personal) information for analytics purposes.

Additionally, we are prohibited by COPPA from conditioning a Child's participation in an activity - like contests - on the Child's disclosure of more Personally Identifiable Information than is reasonably necessary to participate in the activity. This means that if we don't need a specific piece of information (like the Child's phone number) to allow the Child to participate in a contest, we simply won't ask for it, even with parental consent. To read about the steps Yuta Game Design takes to protect the confidentiality, security, and integrity of all users' Personally Identifiable Information, please see our section on "[How We Protect Your Information](#)".

Disclosure of Children's Personally Identifiable Information

We follow our standard policy ("[Use of Information And "How We Share Information"](#)") for the disclosure of Personally Identifiable Information collected from and about Children.

Parental Access

A parent can, at any time, do the following: (1) review, correct, or delete the Child's Personally Identifiable Information, if any has been collected; and/or (2) discontinue further collection or use of the Child's Personally Identifiable Information. To do so, please email notify@yutagamedesign.com and please be sure to include your Child's name and email address, your name and email address, and the name of the site on which your Child is registered.

Alternatively, you may contact us at:

Yuta Game Design, Inc.

Attention: Website Administrator

1295 Beacon Street #1273, Brookline, MA 02446

For any other issue, please contact [Yuta Game Design Consumer Care](#). We will be happy to take your request.

How We Share Information.

Non-Personally Identifiable Information: The following explains who we may share non-Personally Identifiable Information with:

- **Third Party Vendors.** Those who provide services on our behalf, including business analytics, marketing, customer service, merchant processing providers, and internet security, to collect information on our behalf as necessary to operate features of the Site, Services and/or Platform or promote advertising specific to your interests;
- **Advertisers.** We may share Aggregated and Automatically Collected Information with advertisers who may collect the same type of data that we collect and for the same purposes. These third parties may be able to associate information they collect with information that they have about you from sources outside of the Site, Services and/or Platform. These advertisers may employ cookies or other types of tracking technology that we do not have control over, but you may be able to opt-out of some of their practices by visiting internet-based advertising opt-out organizations like the [Network Advertising Initiative](#) and [Digital Advertising Alliance](#) or by modifying (where available) the privacy, advertising, marketing or other settings of your Facebook®, Google®, Twitter® or other accounts.

Personally Identifiable Information. Other than what is set out below, we will not share your Personally Identifiable Information with third parties unless we notify you first. You will have an opportunity to choose to opt-out of such information disclosures.

- **Legal Authorities.** We may share your information, including Personally Identifiable Information, in response to subpoenas, court orders, or other legal process; to exercise our legal rights; to defend against legal claims; or as required by applicable law;
- **Illegal Activity.** When we reasonably believe it is appropriate to take action regarding suspected illegal acts, suspected fraud or other wrongdoing; to defend and protect the rights, property, or safety of our company, our Platform, the Services, our users, and/or in connection with our [Terms of Use](#) or other agreements, we may share your information to reasonably assist in the termination of such activities; and

- **Business Transfers.** We may also share your information in connection with a corporate transaction including, asset sale, merger, consolidation, divestiture, or bankruptcy.

How We Protect Your Information. We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your Personally Identifiable Information, username, password, transaction information and data captured through your use of the Services.

Sensitive data, such as Financial Data or Personally Identifiable Information you exchange with the Platform occurs over secure sockets layer (SSL) communication channels and is encrypted and protected with digital signatures. Your information may be transferred to, and maintained on, computers located outside the jurisdiction in which you reside. Please be aware that the privacy laws where your information is transferred may offer more or less protection than the laws where you live. By voluntarily submitting information to us, you consent to have your information transferred to, processed, and stored in the United States, irrespective of what geographic region you are located in.

Telephone Consumer Protection Act of 1991 (“TCPA”) Disclaimer. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls, or SMS messages (text messages) from our representatives, agents, affiliates, by providing us with your telephone number (including mobile number), physical address, email address or other mediums of communication, regardless of whether or not your telephone number is on a “do not call” registry or directory, you expressly provide written consent to be contacted by Yuta Game Design or anyone communicating with you on our behalf. This express written consent is for any purposes relating to the products and services Yuta Game Design offers and/or any account you have with Yuta Game Design, at any telephone number(s), or physical or electronic address you provide to us or at which you may be reached. You agree we may contact you in any way, including by phone calls or SMS messages (text messages) whether such calls or SMS messages (text messages) are made by manual dialing, using prerecorded messages or artificial voice, using auto telephone dialing system or using an automatic or automated texting system.

Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative of Yuta Game Design calls, he or she may also leave messages on your answering machine, voice mail, or send messages to you via SMS message (text message). You certify that the telephone number(s) or physical or electronic address that you have provided, are in fact methods of communication at which you may be contacted and/or which you regularly receive communications and you agree to receive calls and/or SMS messages (text messages) at each telephone number you have provided to Yuta Game Design. You agree to promptly alert Yuta Game Design in the event that you stop using any of the phone numbers you have provided to Yuta Game Design by calling and notifying us at 617-383-7059 or emailing us at notify@YutaGameDesign.com with the affected telephone number in the subject line along with your name in the body of the email. You acknowledge and agree that you alone are responsible for any charges your cellular telephone or mobile phone service provider may charge you to receive calls or SMS messages (text messages) according the type of account you have. You agree that Yuta Game Design may contact you by email, using any email address you have provided or that you provide in the future. Providing your consent is not a requirement to purchasing Yuta Game Design’s goods or Services but withholding your consent may prevent us from providing certain

Services to you. You may revoke consent to receive text messages at any time by contacting Yuta Game Design, including by responding to any text with “STOP”.

Recorded Calls. Yuta Game Design may listen to and/or record calls between you and any representative of Yuta Game Design without additional notice, as permitted by applicable laws. For example, Yuta Game Design may listen to or record calls for quality purposes.

Linked Services. The Yuta Game Design Services may be linked to sites operated by unaffiliated companies, and may carry advertisements or offer content, functionality, games, newsletters, contests or sweepstakes, or applications developed and maintained by unaffiliated companies. Yuta Game Design is not responsible for the privacy practices of unaffiliated companies, and once you leave the Yuta Game Design Services or click an advertisement you should check the applicable privacy policy of the other service.

In addition, Yuta Game Design is not responsible for the privacy or data security practices of other organizations, such as Facebook, Tumblr, Twitter, Instagram, Apple, Google, Microsoft or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider, or device manufacturer, including in connection with any information you disclose to other organizations through or in connection with the Yuta Game Design Services.

Collection of Personal Financial Information by a Payment Service. We may use an unaffiliated payment service to allow you to purchase a product or make payments (“Payment Service”). If you wish to purchase a product or service or make a payment using a Payment Service, you will be directed to a Payment Service webpage. Any information that you provide to a Payment Service will be subject to the applicable Payment Service's privacy policy, rather than this Privacy Policy. We have no control over, and are not responsible for, any Payment Service's use of information collected through any Payment Service including, but not limited to, Financial Data or Personally Identifiable Information.

Data Retention. We will retain your information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law. Remember that even after you cancel your account, or if you ask us to delete your Personally Identifiable Information, copies of some information from your account may remain viewable in some circumstances where, for example, you have shared information with social media or other services. Because of the nature of caching technology, your account may not be instantly inaccessible to others. We may also retain backup information related to your account on our servers for some time after cancellation or your request for deletion, for fraud detection or to comply with applicable law or our internal security or recordkeeping policies. It may not always be possible to completely remove or delete all of your information due to technical constraints, or contractual, financial or legal requirements.

Sensitive Information. We ask that you not send us, and you not disclose, any sensitive Personally Identifiable Information (such as social security numbers, information related to racial or ethnic origin, religion or other beliefs, health, criminal background or trade union membership) on or through the Yuta Game Design Services or otherwise. Your use of the Yuta Game Design Services is at your own risk. Yuta Game Design urges you to take steps to keep your information safe by memorizing your password or keeping it in a safe place (separate from your account information), logging out of your account, and closing your web browser. In order to help us protect your information further, you should be careful about providing your password to others.

Whenever you give Yuta Game Design sensitive or confidential information, Yuta Game Design will take commercially reasonable steps to protect the information by establishing a secure connection with your web browser. Yuta Game Design uses an industry standard security protocol for encrypting sensitive information. Unfortunately, no security measures are perfect or impenetrable and data transmission over the Internet cannot be guaranteed 100% secure. We cannot and do not ensure or warrant the security of any information you transmit to Yuta Game Design and you do so at your own risk.

Third Party Links. The Platform may contain links that take you to other sites not controlled or operated by us. Such outside websites do not operate under this Privacy Policy. We encourage you to examine the privacy statements posted on those sites in order to inform yourself of their various procedures for collecting, using, and disclosing your information.

Governing Law. By using the Platform, you accept that any dispute over privacy is subject to this Privacy Policy and our Terms of Use. This Privacy Policy and the privacy practices of Yuta Game Design are subject exclusively to the laws of the Commonwealth of Massachusetts, without regard to any conflict of law principles. We make no representation that this Privacy Policy and such practices comply with the laws of any country outside the United States.

Dispute Resolution. If you have any concerns about privacy issues, please contact us as directed in this Privacy Policy. If, however, your claim, arising out of or relating to this Policy, has not been handled within forty-five (45) days of our receipt of notification from you, you may seek resolution by binding arbitration subject to the Arbitration provision below.

ARBITRATION. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

BY USING AND/OR CONTINUING TO USE THE SITE, SERVICES AND/OR PLATFORM AND/OR BY PROVIDING ANY INFORMATION TO US, YOU AGREE THAT ANY DISPUTE, CLAIM OR DISAGREEMENT BETWEEN YOU AND US ARISING OUT OF, RELATING TO OR IN CONNECTION WITH YOUR USE OF THE SITE, SERVICES AND/OR PLATFORM, OR THIS PRIVACY POLICY INCLUDING, BUT NOT LIMITED TO THE INTERPRETATION OR CONSTRUCTION OF THIS PRIVACY POLICY (A "DISPUTE") WILL BE RESOLVED EXCLUSIVELY BY ARBITRATION. THE ARBITRATION, INCLUDING THE SELECTING OF THE ARBITRATOR, WILL BE ADMINISTERED BY THE ALTERNATIVE DISPUTE RESOLUTION PROVIDER AMERICAN ARBITRATION ASSOCIATION ("AAA"), UNDER ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "RULES") BY A SINGLE NEUTRAL ARBITRATOR AGREED ON BY THE PARTIES WITHIN THIRTY (30) DAYS OF THE COMMENCEMENT OF THE ARBITRATION.

THE ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE U.S. CODE). EITHER PARTY MAY INITIATE THE

ARBITRATION PROCESS BY FILING THE NECESSARY FORMS WITH AAA. TO LEARN MORE ABOUT ARBITRATION, YOU CAN CALL ANY AAA OFFICE OR REVIEW THE MATERIALS AT WWW.ADR.ORG. THE ARBITRATION SHALL BE HELD IN BOSTON, SUFFOLK COUNTY, MASSACHUSETTS. THE PARTIES WILL EXCHANGE NON-PRIVILEGED INFORMATION RELEVANT TO THE DISPUTE BEING ARBITRATED. YOU MAY BE REPRESENTED BY LEGAL COUNSEL OF YOUR CHOICE IN CONNECTION WITH THE ARBITRATION, AT YOUR COST.

THE PARTY THAT INITIATES THE ARBITRATION WILL BE REQUIRED TO PAY THE FILING FEE. EACH PARTY SHALL BE RESPONSIBLE FOR ONE-HALF OF THE ARBITRATION FEES. EACH PARTY WILL BE RESPONSIBLE FOR THEIR RESPECTIVE ATTORNEY'S FEES AND COSTS. THE PREVAILING PARTY IN ANY ARBITRATION BROUGHT PURSUANT TO THIS POLICY SHALL NOT BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND COSTS FROM THE NON-PREVAILING PARTY.

DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER PARTY ARBITRATES A DISPUTE, NEITHER PARTY, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON BEHALF OF EITHER PARTY IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THIS MEANS THAT THE ARBITRATION MAY NOT ADDRESS DISPUTES INVOLVING OTHER PERSONS WITH DISPUTES SIMILAR TO THE DISPUTES BETWEEN YOU AND US.

THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD ANY LEGAL OR EQUITABLE REMEDY OR RELIEF THAT A COURT COULD ORDER OR GRANT UNDER THIS AGREEMENT IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND SUBJECT TO THIS AGREEMENT. THE ARBITRATOR, HOWEVER, IS NOT AUTHORIZED TO CHANGE OR ALTER THE TERMS OF THIS AGREEMENT OR TO MAKE ANY AWARD THAT WOULD EXTEND TO ANY TRANSACTION OTHER THAN THAT CONTEMPLATED BY THIS AGREEMENT. ALL STATUTES OF LIMITATIONS THAT ARE APPLICABLE TO ANY DISPUTE SHALL APPLY TO ANY ARBITRATION BETWEEN THE PARTIES HERETO. THE ARBITRATOR WILL ISSUE A DECISION OR AWARD IN WRITING, BRIEFLY STATING THE ESSENTIAL FINDINGS OF FACT AND CONCLUSIONS OF LAW.

BECAUSE THE PARTIES HERETO HAVE AGREED TO ARBITRATE ALL DISPUTES NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT

DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OF THE ARBITRATOR. FURTHER, YOU, AND YOUR AGENTS AND REPRESENTATIVES, WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Updates to Policy. We reserve the right to occasionally update this Privacy Policy in the future. At such time, we will also revise the “last revised” date found at the top of this Policy. We encourage you to periodically review this Privacy Policy. You acknowledge and agree that it is your sole responsibility to review this Policy periodically for modifications.

Additional Disclosures for California Residents

These additional disclosures for California residents apply only to individuals who reside in California. The California Consumer Privacy Act of 2018 (“CCPA”) provides additional rights to know, delete and opt out, and requires businesses collecting or disclosing Personally Identifiable Information to provide notices and means to exercise rights.

CALIFORNIA NOTICE OF COLLECTION

In the past 12 months, we or our service providers may have collected the following categories of Personally Identifiable Information enumerated in the CCPA in connection with the Services:

- Identifiers, including IP address.
- Name, address, phone number, and mailing address to the extent you are interacting with our Consumer Care site.
- Internet activity, including history of visiting and interacting with our Services, browser type, browser language and other information collected automatically.
- Geolocation data, including location enabled services such as WiFi.

For more information on information we collect, including the sources we receive information from, review the “Information We May Collect” for further details on the information we collect and the tools we use to collect. We may collect and use these categories of Personally Identifiable Information for the business purposes described in the “Use of Information?” and “How We Share Information” section, including to provide, manage and improve our Services.

Yuta Game Design does not generally sell Personally Identifiable Information as the term “sell” is traditionally understood. However, to the extent “sale” under the CCPA would be interpreted to include any of the activities described in the “Use of Information?” and “How We Share Information” sections, we will comply with applicable law as to such activity. Yuta Game Design does not disclose any Personally Identifiable Information to any third party unless we expressly notify you first. You will have an opportunity to choose to opt-out of such disclosures of information.

RIGHT TO KNOW AND DELETE

If you are a California resident, you have the right to delete Personally Identifiable Information we have collected about you and you have the right to know certain information about our data practices in the preceding 12 months. In particular, you have the right to request the:

- categories of Personally Identifiable Information we have collected about you;
- categories of sources from which the Personally Identifiable Information was collected;
- categories of Personally Identifiable Information about you we disclosed for a business purpose or sold;
- categories of third parties to whom the Personally Identifiable Information was sold or disclosed for a business purpose;
- business or commercial purpose for collecting or selling the Personally Identifiable Information; and
- specific pieces of Personally Identifiable Information we have collected about you.

To exercise any of these rights, please submit a request to us by calling 617-383-7059, or emailing us at Notify@YutaGameDesign.com. In the request, please specify which right you are seeking to exercise and the scope of the request. We will confirm receipt of your request within 10 days. We may require specific information from you to help us verify your identity and process your request. Please note that Yuta Game Design may not collect Personally Identifiable Information such that we are able to identify you from the information you provide in your request. As such, if we do not have information that permits us to verify your identity, we may deny your requests to know or delete.

RIGHT TO OPT OUT

Under the California Consumer Privacy Act, you have the right to opt out of the sale of your Personally Identifiable Information to third parties at any time. Yuta Game Design does not “sell” your Personally Identifiable Information as it is currently defined under the CCPA. You may contact us by calling 617-383-7059, or emailing us at notify@YutaGameDesign.com if you have any questions or concerns.

AUTHORIZED AGENT

You can designate an authorized agent to submit requests on your behalf. However, we will require written proof of the agent’s permission to do so and verify your identity directly.

RIGHT TO NON-DISCRIMINATION

You have the right not to receive discriminatory treatment by us for the exercise of any your rights.

SHINE THE LIGHT

California Civil Code Section 1798.83 permits customers of this website who are California residents to request certain information regarding our disclosure of Personally Identifiable Information as defined by the statute to our affiliates and third parties for their own direct marketing purposes. For inquiries regarding our disclosure policy, please call or write us at:

Yuta Game Design, Inc.

Attention: Website Administrator

1295 Beacon Street #1273, Brookline, MA 02446

How to Contact Us

Should you have questions, comments or disputes regarding this Policy, please contact us by mail or email at the following:

EMAIL: PrivacyPolicy@YutaGameDesign.com

MAIL: Yuta Game Design LLC
 1295 Beacon Street #1273
 Brookline, MA02446