

Brand Affinity Technologies, Inc. Privacy Policy

Brand Affinity Technologies (“BAT”, “we”, or “us”) recognizes that privacy is an important concern to our users. We have created this Privacy Policy in order to demonstrate our commitment to your privacy and to inform you of our policies and procedures regarding the collection, use and disclosure of information we receive from users of the Brand Affinity Technologies site (<http://www.brandaffinity.net>), the Fantapper site (<http://www.fantapper.com>), the netBAT site, and the BAT, Fantapper and netBAT platforms and services, including mobile applications. Together, we refer to the sites, platforms, and related services as the “Services”. This Privacy Policy applies only to information that is provided to us through the Services. This Privacy Policy may be updated from time to time. You are advised to consult this policy regularly for any changes. By using or accessing the Services, you agree to be bound our Privacy Policy.

IF YOU DO NOT AGREE TO THIS PRIVACY POLICY YOU MAY NOT ACCESS OR OTHERWISE USE THE WEBSITE. THE USE OF THE WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS.

Personal and Non-Personal Information: When using the Services, you may be asked to provide, or you may choose to upload, certain personally identifiable information about yourself (“Personal Information”). Personal Information can include your name, email address and other information that specifically identifies you. For certain services, we may also request credit card or other payment account information which we maintain in encrypted form on secure servers.

When you register for a user account with BAT to use the Services (“User Account”), including “following” or “liking” the Services, BAT may request that you provide Personal Information. You may also register directly via the Services or by logging into your account with certain third party Social Networking Sites (“SNS”), including but not limited to Facebook and Twitter, via the Services. If you decide to create a User Account by logging into your SNS account, and depending on the privacy settings you have set in your SNS account, we will capture the Personal Information you have provided to the SNS through your SNS account (such as your name, email address and other information you make publicly available via your SNS account) and use that information to create your User Account. Such information obtained from your SNS account shall be governed by such SNS’ privacy policy. You have the ability to disable the connection between the Services and an SNS you’ve chosen to access via the Services at any time via the “Settings” section of the Services. For example, our Services allow users to create an account and login to the Services using their Facebook account credentials through Facebook Connect. If you are not currently registered as a User and you click on “Sign in Using Facebook,” you will be asked to enter your Facebook credentials and a User Account is then created for you. By using Facebook Connect, you are allowing BAT to access your Facebook account information and you are agreeing to both BAT’s and Facebook’s Terms of Service regarding your use of the Services via Facebook.

In addition, we may also collect other information that you provide or that is provided to us about you when using the Services, such as pages viewed, what features of the Services you use, your individual preferences and other data (such as your age) which does not specifically identify you (“Non-Personal Information”).

Information Usage: We may use your information as follows:

- We use your Personal Information mainly to provide you with and maintain the features and functionality of the Services, including personalization of the Services, and administer your inquiries.
- We may use Personal Information and Non-Personal Information to improve and enhance your experience using the Services and for our research activities.
- We may use Personal Information and Non-Personal Information you provide without aggregating it to serve you specifically; for instance, to deliver Services to you according to your preferences or restrictions. We might also use non-aggregated information for development or demographic profiling purposes, but any such use would not be personally identifiable.
- We may use your Personal Information, Non-Personal Information and other content that you provide for internal purposes, such as analyzing how the Services are used, diagnosing service or technical problems, maintaining security, and personalizing content.
- We may aggregate the Non-Personal Information we collect with the same kinds of information collected from other users of the Services to provide you with a better experience, to improve the quality and value of the Services, and to analyze and understand how those Services are used.
- We may use your Personal Information from time to time to send you newsletters, marketing or promotional materials and other information about the Services and BAT, including any notices required by law. We will not rent or sell your Personal Information to third parties to promote their products or services directly to you without your consent. 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; provided that you may not opt out of certain Services-related emails

Please note that we reserve the right to access and/or disclose Personal Information and Non-Personal Information we gather as required by courts or administrative agencies and to the extent required to permit us to investigate suspected fraud, harassment or other violations of any law, rule or regulation, the Services' respective Terms and Conditions, or the rights of third parties, or to investigate any suspected conduct which we deem improper.

Following termination or deactivation of your User Account, we may retain any information or content that you have provided in connection with the Services for a commercially reasonable time for backup, archival or audit purposes. Notwithstanding the foregoing, all information that you post to public or semi-public areas of the Services or include in communications to other users of the Services may be retained and used by BAT indefinitely after such termination or deactivation.

BAT reserves the right, but is in no way obligated, to monitor your posted information or User Generated Content, as defined in our Terms of Service. We reserve the right to remove any information or User Generated Content (i) that violates, or may violate, as determined by us in our sole discretion, any applicable law or our Terms of Service; (ii) that infringes on the rights of any third party; or (iii) upon the request of a third party.

Please contact us at the address below for any additional questions about the management or use of information you provide.

Information Sharing: Any information, including Personal Information, or content, such as User Generated Content, that you voluntarily disclose for posting to and via the Services, will be available for viewing by the public, subject to the privacy controls that you put in place through the privacy settings made available within the Services. Providing information and content is voluntary and should correlate with the degree of interaction you want to have with other users of the Services. We recommend that you guard your sensitive information. If you remove information that you have posted to and via the Services, copies may remain viewable in cached and archived pages of the Services or if other User have copied or saved such information.

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Personal Information and Log Data with third parties for industry analysis, demographic profiling and other purposes.

We may employ third party companies and individuals to facilitate our Services, to provide the Services on our behalf, to perform Services-related services or to assist us in analyzing the performance of our Services and how our Services are used. These third parties, when employed by us, may be given access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

We may share the information in your User Account (including your Personal Information) with the SNSs that you have linked to your User Account. These third parties have access to your Personal Information only for this purpose (unless the SNS has received your Personal Information independently of the Services) and are obligated not to disclose or use it for any other purpose.

The Services allow third-party companies to serve ads and/or collect certain anonymous information when you and other Internet users use the Services. These companies may use Non-Personal Information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your use of the Services and visits to other Web sites in order to provide advertisements about goods and services likely to be of greater interest to you. These companies typically use a cookie or third-party web beacon to collect this information. BAT cannot control the activities of third party. This privacy notice does not cover any use of information that such third parties may have collected from you or the methods used by the third parties to collect that information. Please consult the respective privacy policies of such advertisers for more information. To learn more about this behavioral advertising practice or to opt-out of this type of advertising, you can visit networkadvertising.org.

Unless disclosed otherwise at the time of collection or in this privacy policy, we do not share any Personal Information you submit through the Services with any third party, unless you have specifically opted-in to such sharing or it is necessary to (i) respond to your questions, (ii) provide the specific service you have requested, (iii) exercise or protect the rights, property, or personal safety of BAT, users of the Services or other third parties; or (iv) comply with applicable law. We may provide your Personal Information to our contractors who are performing Services-related services on our behalf, but solely in connection with their performance of services for BAT and under obligation to not disclose or use it for any other purpose. We will never sell your

Personal Information to any third party without your consent except in connection with the sale or merger, in whole or in part, of BAT, its assets or the division responsible for such services.

Cookies: "Cookies" are pieces of information that may be placed on your computer or mobile device for the purpose of facilitating and enhancing your communication and interaction with online or mobile services. We use session cookies (deleted from your computer or mobile device when you log off from the Services and close your browser) and persistent cookies (remains on your hard-drive after you log off from the Services and close your browser) and similar technology to improve the quality of our Services, to customize your use of the Services (such as storing user preferences), and for other purposes to make your visit more convenient or to enable us to enhance the Services, such as tracking user trends. Third party advertisers on the Services may also place or read cookies on your browser. You may stop or restrict the placement of cookies on your computer or flush them from your browser by adjusting your web browser preferences, in which case you may still use the Services, but it may interfere with some of its functionality. We do not use cookies to automatically retrieve Personal Information from your computer without your knowledge.

Log Data: When you use the Services, our servers automatically record certain information. These server logs may include information such as your interaction with the Services, Internet Protocol address, browser type, access times and dates and other statistics ("Log Data"). We use this information to monitor and analyze use of the Services and for the Services' technical administration, to increase the Services' functionality and user-friendliness, and to better tailor it to users' needs.

Clear Gifs: When you use the Services, we may employ clear gifs (also known as web beacons or 1x1 tracking pixels) which are used to track the online usage patterns of our users anonymously. In addition, we may also use clear gifs in HTML-based emails sent to our users to track which emails are opened by recipients. The information is used to enable more accurate reporting, improve the effectiveness of our marketing, and make the Services better for our users.

Links: BAT may present links in a format that enables us to keep track of whether these links have been followed. We use this information to improve the quality of our research tools, customized content and advertising.

The Services may contain links to other third party web sites that are covered by their own privacy policies. If you choose to visit a third party by "clicking" on such links or banners, you will be directed to such third party's website. We do not exercise control over third party web sites and are not responsible for the privacy practices of other sites and we encourage you to review the privacy policies of other web sites.

Security Practices: The security of your Personal Information is very important to us. We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

However, due to the inherent open nature of the Internet, we cannot ensure or warrant the security of any information you transmit to or via the Services or guarantee that

communications between you and us, or information stored on our servers, will not be subject to unauthorized access, disclosure, alteration or destruction due to a breach of any of our physical, technical, or managerial safeguards. Your privacy settings may also be affected by changes to the functionality of third parties, such as SNSs. BAT is not responsible for the functionality or security measures of any third party. You agree to assume all of the above risks if you use the Services.

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 via the Services 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.

User Communications: When you send emails or other communications to BAT via the Services, we may retain those communications in order to process your inquiries, respond to your requests and improve our services. When you send and receive SMS messages to or from one of our Services that provides SMS functionality, we may collect and maintain information associated with those messages, such as the phone number, the wireless carrier associated with the phone number, the content of the message, and the date and time of the transaction. Any communication or material you transmit to us by email or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, nonconfidential and nonproprietary. We may use your email address to communicate with you about the Services.

No Children Under Age 13: The Services are not intended for persons under the age of 13 and we do not knowingly allow such persons to register for User Accounts. We do not intentionally collect Personal Information from children under the age of 13. When we become aware that Personal Information from a child under 13 has been collected without the consent of such child's parent or legal guardian, we will use all reasonable efforts to delete such information from our database. If you believe that we might have Personal Information from or about any person under the age of 13, please contact us at privacy@fantapper.com.

Changes to Policy; Opt-Out Process: We reserve the right, at our discretion, to change, modify, add, or remove portions from this policy at any time. We will post any Privacy Policy changes on this page and, if the changes are significant, we will provide a more prominent notice. Your continued use of the Services following the posting of any changes to this policy means you accept such changes.

We give you the option to remove your Personal Information from our list of active users completely; however, we may retain archived information in our non-active files. All unsubscribe or opt-out requests should be sent to us at unsubscribe@fantapper.com or unsubscribe@brandaffinity.net and we will process your request within a reasonable time after receipt..

Our Terms and Conditions: Use of the Services is governed by, and subject to, the respective Terms and Conditions. Your use, or access, of the Services constitutes your agreement to be bound by the respective Terms and Conditions.

Contact: For questions or concerns relating to privacy, we can be contacted at privacy@brandaffinity.net or via mail at:

Privacy Matters

c/o Brand Affinity Technologies, Inc.

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Irvine, California, 92617

USA

Effective Date: This privacy policy was last updated on April 2, 2012.