

# Disruptive Interactive Inc. Privacy Policy

Disruptive Interactive Inc. ("**Disruptive**" and the words "**we**" or "**us**" when used in this Privacy Policy refer to Disruptive Interactive Inc. and Disruptive Media Publishers Inc. and, where applicable, any service providers collecting, using or disclosing personal information on behalf of them) recognizes the importance of protecting personal information. Disruptive takes the protection of personal information seriously and we want each client of Disruptive and each user of one of Disruptive's games or applications or services (referred to in this Privacy Policy as a "**client**" or "**you**") to feel comfortable when interacting with Disruptive or using its products or services. Any personal information collected by Disruptive will be treated with care and consideration to existing laws related to protecting your privacy. This Privacy Policy provides information on how we collect, store, use and disclose any personal information provided to us in connection with the use of Disruptive's websites, games and applications, including, without limitation:

<http://www.disruptiveinteractive.com>;

<http://www.disruptivepublishers.com>

<http://www.theanimatorsmodeler.com>

[www.lohkogame.com](http://www.lohkogame.com)

[www.lohkoapp.com](http://www.lohkoapp.com)

[www.slidengo.com](http://www.slidengo.com)

and during your tenure as a client of Disruptive. The protection of your privacy when processing your personal information is an important matter for us, which we account for in our business processes. This Privacy Policy does not apply to data from which personal identifying information has been removed. We retain the right to use such data in any way we deem necessary to advance our business interests. This Privacy Policy does not apply to other internet sites even if accessed via our websites.

Disruptive is governed by the B.C. *Personal Information Protection Act* regarding the collection, use and handling of personal information. This Act sets out how British Columbia businesses and not-for-profit organizations may collect, use and disclose personal information. Disruptive also has adopted privacy principles based on the federal statute, the *Personal Information Protection and Electronic Documents Act*.

By using Disruptive's services, apps, games or website, you agree to the collection and use of your personal information by Disruptive. Please take the time to read this document to learn more about our information practices, including the type of information we gather, how and for what purposes such information is used, to whom the information is disclosed, how it is safeguarded and how you can access your personal information in our possession.

## CONSENT

When you provide us with your personal information, you consent and agree to our use and disclosure of your personal information in accordance with this Privacy Policy. The personal information that we collect about you will be with your consent, by your use of any website, product or services of Disruptive. To the extent permitted by law, your consent may be implied or express. We may collect personal information directly from you by phone, fax, or e-mail; or through your use of one of our applications for smart-phones, gaming systems, or other devices. You may choose not to provide some or all of your personal information to us, but this may prevent us from providing our products or services to you or limit our ability to provide you with the level of service that you would otherwise expect from us as a client.

Disruptive websites may be connected by "hyperlinks" to other websites. Disruptive is not responsible in any way for the privacy practices on other websites and suggest that you review the privacy policies on those linked websites before using them.

## **PERSONAL INFORMATION GENERALLY DEFINED**

“Personal information” means any information pertaining to an identifiable individual. This may include an individual’s name in combination with the individual’s address; date of birth; e-mail address; gender; government issued identification number; account number; and credit card number. This may also include any information from which a person can be identified directly, or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity. Personal information also includes information about when our clients use their mobile device using our games, apps, websites and online products and information about our client’s location, whether collected through the location services function on the client’s smart phone or otherwise. To the extent permitted by law, personal information does not include the name, title, business address or office telephone number of an employee of an organization, or the name, address, telephone number or other information of a person that is publicly available (e.g., such as the information that is available in a public telephone directory).

## **USE OF PERSONAL INFORMATION**

Collecting personal information about you is essential to our being able to provide the products and services that best meet the needs of you and our other clients. Disruptive may collect personal information, as defined in this Privacy Policy, for the purposes of the provision of Disruptive’s software, products and services and your use of same, the identification of client preferences, and maintenance of quality of service. Any information collected may also be stored, retained or used in other Disruptive business processes including, but not limited to, client account-management and payment authorization. Some of the personal information provided must necessarily be shared with third parties including, but not limited to, third parties hosting our apps for download or purchase, such as Apple or Android or the PlayStation® Network. By using our website, products or services, you consent to the data and collection practices described in this Privacy Policy, and you consent to the sharing of your personal information that Disruptive deems necessary. Any information shared with a third party will not be beyond what is necessary and each third party will maintain its own Privacy Policy and/or enter into an appropriate data protection agreement with Disruptive. Any personal information collected but not stored or maintained in the regular course of business will be securely destroyed.

We will only use or disclose client personal information where necessary to fulfill the purposes identified at the time of collection, the purposes set out in this Privacy Policy, or for a purpose reasonably related to those purposes. Personal information may be used:

- to determine eligibility for products and services;
- to provide requested information, products or services;
- to understand and assess clients' ongoing needs and offer products and services to meet those needs;
- for billing and accounting services relating to our products and services;
- for client communication, service and administration;
- for internal, external and regulatory audit purposes;
- to comply with legal and regulatory requirements;
- to share or exchange reports and information with credit reporting agencies, credit bureaus, and other persons, corporations, firms, and enterprises to verify the accuracy of personal information;
- for other purposes, subject to obtaining clients’ prior consent for such use.

## **COLLECTION OF PERSONAL INFORMATION**

When you request services or products from us, we ask that you provide information that enables us to respond to your request. In doing so, you consent to our collection, use and disclosure to appropriate third parties of such personal information for the purposes set out in this Privacy Policy. You also authorize us to use and retain this personal information for as long as it may be required for these purposes. Your consent remains valid even after the termination of our relationship with you, unless you provide us with written notice that such consent is withdrawn. Some information about you is automatically collected, including, but not limited to, your IP address (please see "USE OF WEBSITE AND TRACKING" below).

We may collect, use or disclose personal information without a client's knowledge or consent in the following limited circumstances:

- when the collection, use or disclosure of personal information is permitted or required by law;
- in an emergency that threatens an individual's life, health, or personal security;
- when the personal information is available from a public source (e.g., a telephone directory);
- when we require legal advice from a lawyer;
- for the purposes of collecting a debt;
- to protect ourselves from fraud; or
- to investigate an anticipated breach of an agreement or a contravention of law.

While the personal information we collect may come directly from you, it may also be provided by third parties.

## **SHARING OF PERSONAL INFORMATION WITH AFFILIATES AND THIRD PARTIES**

By utilizing Disruptive's services, you agree that Disruptive may share personal information with its affiliates and with third parties acting on its behalf or at its direction for purposes relating to Disruptive operations, maintenance, administration, improvement and client oversight. Disruptive does not disclose or sell your personal information to third parties for marketing purposes.

Disclosure of personal information may occur in connection with a corporate transaction, proceeding or reorganization of Disruptive business for or by which the information is maintained. More specifically, in the event that Disruptive intends to sell or transfer ownership or control of any or all of our business, products, operations or services to a third party, we reserve the right to disclose certain personal information to a potential buyer both before and after the purchase, subject to conditions discussed below. However, in the event the sale goes through, we will require that the receiving party agree that they will be similarly bound by the provisions of this Privacy Policy or a comparable policy and that they will only use and disclose your personal information as Disruptive in accordance with applicable law. In the event the sale does not go through, Disruptive will require the potential purchaser to not use or disclose your personal information in any manner whatsoever and to erase the same. Personal information may also be disclosed as permitted or required by law or when Disruptive believes disclosure is necessary to protect its rights and/or comply with a judicial proceeding, court order or other applicable law.

Without limiting the foregoing, by utilizing the products or services of Disruptive, you agree that Disruptive may disclose your personal information to:

- your company or organization if you use our services under a corporate account;
- your credit card issuers;
- credit reporting and fraud checking agencies;

- debt collection agencies, if you fail to pay monies owed to us;
- government, regulatory and law enforcement agencies where the disclosure is required or authorized by law; and
- insurance companies.

## **SECURITY AND NOTICE OF BREACH**

Disruptive complies with industry standards to protect the personal information it maintains from misuse, loss, unauthorized access and modification or disclosure in violation of this Privacy Policy. This protection applies in relation to personal information stored in both electronic and hard copy form. Disruptive will notify its clients as promptly as possible of any privacy breach after discovering or receiving notification of the breach if Disruptive reasonably believes the information has been acquired by an unauthorized person or is subject to an unauthorized use. Personal information is encrypted in any instances where collected and stored by one of our applications for smart-phones, gaming systems, or other devices.

There is no guarantee that personal information and transactions on a website or on the Internet will be maintained confidential and secure. The use of Disruptive's websites, products and services, and their content, is at your own risk and Disruptive assumes no liability pertaining to your use of the Internet or the receipt, storage, transmission or other use of your personal information transmitted via the Internet.

## **ACCESS TO PERSONAL INFORMATION**

Upon request, you may access certain personal information collected by Disruptive that Disruptive maintains at the time of your request. Disruptive will provide reasonable and practical access to your personal information in accordance with any applicable laws. Details of how to contact us are set out below. There may be instances where Disruptive cannot provide you access to your personal information, for certain reasons, including, but not limited to, it has been destroyed or deleted after expiry of applicable retention periods, it contains personal information of other persons, or it contains commercially sensitive or proprietary information owned by us. If we are unable to provide you access, we will explain why and document that for our records. A minimal fee may be charged for providing access to personal information. Where a fee may apply, we will inform you of the cost and request further direction from you on whether or not we should proceed with the request.

## **ACCURACY / CORRECTION OF PERSONAL INFORMATION**

We rely on you to keep us informed of any changes in your contact information or personal information, such as a change of address, telephone number, or any other circumstances. Please contact one of our customer service representatives or our Privacy Officer, to verify or amend the information we have about you. When reasonable and commercially practicable, Disruptive, upon notice, will correct any inaccuracies in your personal information. Personal information may also be accessed and edited personally through certain Disruptive applications for smart-phones, gaming systems, or other devices.

## **USE OF WEBSITE AND TRACKING**

Use of Internet Protocol (IP) Addresses: An IP address is a unique number that is automatically assigned to your computer, smart-phone or other device whenever you are surfing the Internet so that your computer, smart-phone or device can be identified by the main computers, known as Web servers that serve webpages. This allows us to identify and gather general information about your use of Disruptive's products and services.

Some information about you is automatically collected when you use our websites including, but not limited to, your IP address, hosting server, browser, operating system, browser language, service provider,

domain names, access times and referring website addresses. This information may be used by Disruptive for the operation of its websites, to maintain quality of the websites, and to provide general statistics regarding use. Disruptive's apps collect IP addresses for the purposes of: helping us diagnose problems with our main computers, for system administration, to report aggregated personal information to our business partners and to audit the use of our applications for smart-phones, gaming systems, or other devices. We do not normally link IP addresses to anything personally identifiable, which means that a user's session will be logged, but the user will remain anonymous to us. For example, we collect and/or track the home server domain name, and the type of smart-phone used by you to access our app. Such collection and tracking personal information is gathered by us as you navigate through our apps, and will be used by us only for our business purposes or the purposes identified in this Privacy Policy. We can, and will, use IP addresses to identify you when we feel it is necessary to enforce compliance with our website terms of use or to protect our services, products, clients, users, or others.

Disruptive's websites, products or services, may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by the webpage server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. This simplifies the process of recording your personal information, such as contact information and so on. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of Disruptive's websites, products or services.

#### **CHANGES TO PRIVACY POLICY**

Disruptive reserves the right to change this Privacy Policy from time to time. We encourage you to periodically review this Privacy Policy to be informed of how Disruptive is protecting your information. Regardless of any changes we make to our Privacy Policy, we will only use your personal information in accordance with the version of the Privacy Policy in place at the time you provided your information, unless you later give your express consent for us to do otherwise.

#### **QUESTIONS/COMPLAINTS**

Questions and complaints regarding Disruptive's handling of personal information should be directed to [info@disruptiveinteractive.com](mailto:info@disruptiveinteractive.com) (or, if related specifically to Disruptive Media Publishers Inc. or its products or services, to [info@disruptivepublishers.com](mailto:info@disruptivepublishers.com)) or to Disruptive at Suite 215, 1080 Mainland St., Vancouver, BC, V6B 2T4, Canada – *Attention Privacy Officer*.

This Privacy Policy is effective August 15, 2016.