

ORBIT RUNNER PRIVACY POLICY AND TERMS **AND CONDITIONS**

Effective date: 18 July 2025
Developer: Liam Kevin Moore

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Privacy Policy for *Orbit Runner*

Effective date: 18 July 2025

This privacy policy applies to the mobile game *Orbit Runner*, developed and maintained by an independent developer. *Orbit Runner* is available exclusively on the Google Play Store.

The *Developer*: Liam Kevin Moore

1. Information Not Collected

Liam Kevin Moore (the *Developer*) does not collect, store, or process any personal information from users. This includes, but is not limited to:

Names

- Email addresses
 - Phone numbers
 - Device identifiers (IMEI, Android ID)
 - Precise location data
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2. Cookies and Analytics

This app does not use cookies or analytics services to track users or collect personal information. Any data used for advertising is managed solely by Google AdMob (see Section 3) to deliver non-personalized ads.

3. Use of Google AdMob

This app uses Google AdMob to display ads. Liam Kevin Moore (*the Developer*) has configured Google AdMob to serve only non-personalized ads by enabling the “Non-personalized ads” setting in the AdMob platform. This setting disables ad targeting based on user demographics, interests, or behavior. Only non-personalized ads are shown, meaning ads are based on the context of the game only — not on user behavior or personal data.

According to Google:

"Non-personalized ads are ads that are served without using information that would enable advertisers to personalize ads, such as demographics or interests."

— <https://support.google.com/admob/answer/7676680?hl=en>

Additionally, *Orbit Runner* is designed to be appropriate for children under 13 and follows best practices by enabling the “Designed for Families” program settings in AdMob and complies with Google Play’s Families Policy.

Ad data collection and processing are handled entirely by Google AdMob in accordance with its own privacy policy.

4. Permissions

Orbit Runner requires the following permissions solely for the purpose of serving advertisements through Google AdMob:

- INTERNET — to enable the app to connect to the internet for ad delivery
- ACCESS_WIFI_STATE — to monitor Wi-Fi network status to optimize ad serving
- ACCESS_NETWORK_STATE — to detect overall network connectivity and ensure ads can load properly

This app does not request permissions to access sensitive device features, such as but not limited to:

- Camera
- Microphone
- Contacts
- Location

5. Children's Privacy

The game is designed to be appropriate for children under 13 and does not collect any personal data, in alignment with the principles of the Children's Online Privacy Protection Act (COPPA). No information is knowingly collected from children by Liam Kevin Moore (the *Developer*). Any data used to serve ads is managed solely by Google AdMob (see Section 3), which applies its own policies and restrictions.

6. International Privacy Laws

GDPR (European Union) and CCPA (California, USA)

Although the app does not collect personal data, limited technical information may be collected by Google AdMob (see Section 3) to deliver non-personalized ads. Users subject to GDPR or CCPA have rights regarding their data through Google.

POPIA (South Africa)

In accordance with the Protection of Personal Information Act (POPIA), this app does not collect or process any personal information. Any limited data collected by Google AdMob (see Section 3) is used only to serve non-personalized, child-appropriate ads and is handled according to Google's privacy policies.

7. Your Rights Regarding Personal Data

Since this app does not collect or store personal data directly, Liam Kevin Moore (the *Developer*) holds no personal information about users.

If you wish to access, correct, or delete data collected by Google AdMob (see Section 3), you must contact Google directly.

8. Google AdMob Privacy Policy

Google AdMob collects and processes data to deliver ads in accordance with its own privacy policy.

For more information, visit the Google Privacy Policy at:

<https://policies.google.com/privacy>

9. Game Language

This game is currently available in English only. It is intended for general audiences worldwide.

10. Changes to This Privacy Policy

This policy may be updated from time to time. Any changes will be posted here with a new effective date. Users are encouraged to review this policy periodically.

11. Contact

All correspondence regarding *Orbit Runner* must be sent via email to the following email address: liamkvnmoore@gmail.com

Terms and Conditions for *Orbit Runner*

Effective date: 18 July 2025

These Terms and Conditions apply to the mobile game *Orbit Runner*, developed and maintained by an independent developer. *Orbit Runner* is available exclusively on the Google Play Store.

The *Developer*: Liam Kevin Moore

1. Acceptance of Terms

By downloading or using *Orbit Runner*, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these terms, please do not use the app.

2. Developer Information

This app is developed by Liam Kevin Moore (the *Developer*), an individual developer based in the Republic of South Africa.

3. App Purpose and Usage

Orbit Runner is a casual mobile game designed solely for entertainment purposes. It is intended for users of all ages and aims to comply with child-friendly advertising and privacy standards. Users are granted a limited, non-transferable, non-exclusive license to use the app for personal, non-commercial purposes only.

4. Intellectual Property

The game *Orbit Runner* was developed using the Godot Engine. All assets were created, curated, and implemented by Liam Kevin Moore (the *Developer*) within the Godot Engine.

Images in *Orbit Runner* were generated by Liam Kevin Moore (the *Developer*) using prompts submitted to ChatGPT. According to OpenAI's policy, users retain ownership of the content they create with ChatGPT, including images generated from their prompts. Therefore, all AI-generated images are the property of Liam Kevin Moore (the *Developer*), who curated and integrated them into the game.

The audio was created by Liam Kevin Moore (the *Developer*) using an HTML file with custom JavaScript code created by Liam Kevin Moore (the *Developer*) to play the audio.

Godot Engine is an open-source platform licensed under the MIT License, which grants Liam Kevin Moore (the *Developer*) full rights to use, modify, and distribute the game developed with it. However, Godot Engine itself does not claim ownership over game content created using the engine.

All source code, visual assets, audio files, and game design elements are original works created and owned by Liam Kevin Moore (the *Developer*). Consequently, all intellectual property rights in *Orbit Runner* are protected by South African copyright law and international copyright agreements, including the Berne Convention for the Protection of Literary and Artistic Works, to which South Africa is a party.

Users may not:

1. Reproduce, copy, modify, or distribute any part of the app, including but not limited to code, graphics, audio, design, gameplay mechanics, or any other content, in any form or by any means, whether electronic, mechanical, or otherwise, without prior written consent from Liam Kevin Moore (the *Developer*)
2. Reverse-engineer, decompile, disassemble, or attempt to extract or access the source code, underlying ideas, or algorithms of the app
3. Use, sell, license, sublicense, rent, lease, or otherwise exploit any part of the app or its assets for commercial purposes without explicit written consent from Liam Kevin Moore (the *Developer*)
4. Remove, alter, or obscure any proprietary notices, labels, or marks on the app or related materials

Any unauthorized use or infringement of the intellectual property rights of Liam Kevin Moore (the *Developer*) may result in:

1. Legal action, including but not limited to claims for damages and injunctive relief
2. Pursuit of arbitration or litigation against individuals or entities (natural or juristic persons) found to be infringing or attempting to steal intellectual property

5. User Data & Privacy

Orbit Runner does not collect, store, or process any personal information from users. The app uses Google AdMob (see Privacy Policy, Section 3) solely to display non-personalized ads that do not use personal data for targeting.

Liam Kevin Moore (the *Developer*) does not collect any personally identifiable information (PII). Any limited data used for advertising purposes is handled exclusively by Google AdMob in accordance with their privacy policies.

Users have rights under privacy laws such as POPIA (South Africa), GDPR (EU), and CCPA (California, USA) concerning data collected by Google AdMob. For more details or to exercise these rights, please contact Google directly.

6. Age Requirements

This app is suitable for general audiences, including children under 13. The game is designed to be appropriate for children under 13 and complies with the Children's Online Privacy Protection Act (COPPA). No personal data from children is collected or stored by Liam Kevin Moore (the *Developer*). Any limited data used to serve ads is handled exclusively by Google AdMob (see Privacy Policy, Section 3), which applies its own policies and restrictions to protect children's privacy.

7. Advertising

Orbit Runner integrates Google AdMob to display only non-personalized, child-appropriate advertisements. Ad targeting based on user behavior or identity is disabled to ensure compliance with COPPA, POPIA, and Google Play's Families Policy.

By using the app, you consent to the display of these non-personalized ads.

8. Limitation of Liability

Orbit Runner is provided "as is" and "as available" with no warranties or guarantees.

To the fullest extent permitted by law, Liam Kevin Moore (the *Developer*) shall not be liable for any direct or indirect damages arising from use or inability to use the *Orbit Runner* app, including but not limited to:

1. Device malfunction or damage
2. Data loss
3. Financial loss
4. Personal injury, death or health-related effects

Use of the app is at your own risk.

9. Updates and Availability

Liam Kevin Moore (the *Developer*) reserves the right to modify, update, or discontinue the app at any time without notice. Users are encouraged to review these Terms regularly for changes.

10. Governing Law

These Terms are governed by the laws of the Republic of South Africa.

Any disputes arising from the use of *Orbit Runner* will be resolved under South African law.

11. Contact

All correspondence regarding *Orbit Runner* must be sent via email to the following email address: liamkvnmoore@gmail.com

12. Dispute Resolution and Arbitration

If any dispute, claim, or controversy arises out of or relates to your use of *Orbit Runner* or these Terms and Conditions, Liam Kevin Moore (the *Developer*) and you agree to first try to resolve the issue informally by contacting each other.

If the dispute cannot be resolved informally within 30 days, it shall be finally resolved by binding arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA). An independent, neutral arbitrator will be appointed by AFSA to oversee the proceedings.

The arbitration will be conducted in the Republic of South Africa in English. The arbitrator's decision will be final and binding on both parties.

By agreeing to these Terms, you and Liam Kevin Moore (the *Developer*) waive the right to a trial by jury and to participate in a class-action lawsuit related to *Orbit Runner*.

However, this waiver does not apply to either party's right to seek limited injunctive or equitable relief in a court of competent jurisdiction solely to prevent irreparable harm or protect intellectual property, without waiving the right to arbitrate any other dispute.
