

## Privacy Policy

for deckswap.com

If you require any more information or have any questions about our Terms of Service, please feel free to contact us by email at [contact@deckswap.com](mailto:contact@deckswap.com).

### Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full and without reservation. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 [eighteen] years of age to use this website. By using this website and by agreeing to these terms and conditions, you warrant and represent that you are at least 18 years of age.

### License to use website

Unless otherwise stated, DeckSwap and/or its licensors own the intellectual property rights published on this website and materials used on DeckSwap. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, files or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website in neither print nor digital media or documents (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website;
- redistribute material from this website - except for content specifically and expressly made available for redistribution; or
- republish or reproduce any part of this website through the use of iframes or screenscrapers.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of DeckSwap or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to this website without DeckSwap's express written consent.

This includes:

- scraping
- data mining
- data extraction
- data harvesting
- 'framing' (iframes)
- Article 'Spinning'

You must not use this website or any part of it to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the express written consent of DeckSwap.

#### Restricted access

Access to certain areas of this website is restricted. DeckSwap reserves the right to restrict access to certain areas of this website, or at our discretion, this entire website. DeckSwap may change or modify this policy without notice.

If DeckSwap provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security..

DeckSwap may disable your user ID and password at DeckSwap's sole discretion without notice or explanation.

#### User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to DeckSwap a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to DeckSwap the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or DeckSwap or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

DeckSwap reserves the right to edit or remove any material submitted to this website, or stored on the servers of DeckSwap, or hosted or published upon this website.

DeckSwap's rights under these terms and conditions in relation to user content, DeckSwap does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

#### No warranties

This website is provided "as is" without any representations or warranties, express or implied. DeckSwap makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, DeckSwap does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

#### Limitations of liability

DeckSwap will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if DeckSwap has been expressly advised of the potential loss.

#### Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the liability of DeckSwap in respect of any:

- death or personal injury caused by the negligence of DeckSwap or its agents, employees or shareholders/owners;
- fraud or fraudulent misrepresentation on the part of DeckSwap; or
- matter which it would be illegal or unlawful for DeckSwap to exclude or limit, or to attempt or purport to exclude or limit, its liability.

#### Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

#### Other parties

You accept that, as a limited liability entity, DeckSwap has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against DeckSwap's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect DeckSwap's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as DeckSwap.

#### Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

#### Indemnity

You hereby indemnify DeckSwap and undertake to keep DeckSwap indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by DeckSwap to a third party in settlement of a claim or dispute on the advice of DeckSwap's legal advisers) incurred or suffered by DeckSwap arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

#### Breaches of these terms and conditions

Without prejudice to DeckSwap's other rights under these terms and conditions, if you breach these terms and conditions in any way, DeckSwap may take such action as DeckSwap deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### Variation

DeckSwap may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

#### Assignment

DeckSwap may transfer, sub-contract or otherwise deal with DeckSwap's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or

unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### Entire agreement

These terms and conditions, together with DeckSwap's Privacy Policy constitute the entire agreement between you and DeckSwap in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

#### Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of texas,USA, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of texas,USA.

#### About these website Terms of Service

We created these website terms and conditions using the TOS/T&C generator available from Privacy Policy Online.

#### DeckSwap's details

The full name of DeckSwap is DeckSwap.

You can contact DeckSwap by email at our email address link at the top of this Terms of Service document.

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally Identifiable Information' (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address or other details to help you with your experience.

When do we collect information?

We collect information from you when you register on our site, subscribe to a newsletter, respond to a survey, Open a Support Ticket or enter information on our site.

Provide us with feedback on our products or services

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To improve our website in order to better serve you.
- To allow us to better service you in responding to your customer service requests.
- To send periodic emails regarding your order or other products and services.

How do we protect your information?

We do not use vulnerability scanning and/or scanning to PCI standards.  
We only provide articles and information. We never ask for credit card numbers.  
We do not use Malware Scanning.

Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.
- Keep track of advertisements.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If users disable cookies in their browser:

If you turn cookies off, Some of the features that make your site experience more efficient may not function properly. Some of the features that make your site experience more efficient and may not function properly.

Third-party links

Occasionally, at our discretion, we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We use Google AdSense Advertising on our website.

Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the Internet. Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network privacy policy.

We have implemented the following:

- Remarketing with Google AdSense
- Google Display Network Impression Reporting
- Demographics and Interests Reporting
- DoubleClick Platform Integration

We, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our website.

Opting out:

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under the age of 13 years old.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via in-site notification

- Within 7 business days

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that

individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

## CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred.

To be in accordance with CANSPAM, we agree to the following:

- Not use false or misleading subjects or email addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can email us at

- Follow the instructions at the bottom of each email.

and we will promptly remove you from ALL correspondence.

## Contacting Us

If there are any questions regarding this privacy policy, you may contact us using the information below.

Contact@DeckSwap.com

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