

**PIXEL PRESS TECHNOLOGY, LLC
BLOXELS™ END USER LICENSE AGREEMENT
FOR iOS AND MAC OS X PLATFORM**

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Pixel Press Technologies, LLC

Attn: EULA Manager
eula@projectpixelpress.com
317 N 11th St. Suite 500
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The Services may change from time to time without prior notice to You. You understand and agree that Pixel Press is under no obligation to continue providing the Services and may at any time permanently or temporarily discontinue providing some or all of the Services. This may cause Pixel Press products to experience a reduction in functionality. Pixel Press may also impose limitations on Your use of the Services, including without limitation bandwidth limitations, usage limitations, storage limitations, download limitations, and other limitations. Any limitations imposed are at Pixel Press's sole discretion and may be imposed without prior notice to You.

5. Privacy

Any information or Content that You provide to Pixel Press or that we obtain from or about you is subject to our Privacy Policy, available at <http://www.projectpixelpress.com/legal>, as it may be amended or replaced from time to time, which governs our collection and use of Your information. Any disputes relating to the Privacy Policy will be handled in accordance with these Terms as well as the Privacy Policy. You understand that through Your use of the Services You consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information for storage, processing and use by Pixel Press.

6. Passwords

You are responsible for safeguarding the password that You use to access the Services and for any activities or actions carried out using Your account and/or Your password. This responsibility includes, without limitation, using a strong password that is difficult to guess or crack. You agree that Pixel Press cannot and will not be liable for any loss, damage, or injury arising directly or indirectly from Your failure to keep safe and/or secure Your account and/or password and You agree to indemnify, defend, and hold harmless Pixel Press for same.

7. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who Shared such Content. Pixel Press does control the Content posted via the Services and cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by You through the Services is at Your own risk, including without limitation risk of faulty information or damage, injury, or loss relating directly or indirectly to defective files or data downloaded via the Services.

In addition to these Terms, Content submitted to the Services is additionally governed by the Pixel Press Acceptable Use Policy in Section 3 of these Terms, including the provisions therein concerning the infringement of third party intellectual property.

Pixel Press does not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, reliability, or reliability of any Content Shared via the Services or endorse any opinions expressed by any Shared Content via the Services. You understand that by using the Services, You may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate. You understand and agree that Content may be mislabeled or otherwise deceptive and that Pixel Press is not responsible for any loss, damage, or injury relating directly or indirectly to Your reliance, whether or not reasonable, on Content Shared via the Services. Under no circumstances will Pixel Press be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available or Shared via the Services or rebroadcast, republished, or otherwise Shared elsewhere.

8. Your Rights and Shared Content

You retain Your rights to Content You Share through the Services. By Sharing Content on or through the Services, You grant to Pixel Press a perpetual, worldwide, non-exclusive, assignable, transferrable, sublicensable, irrevocable, royalty-free license to reproduce, use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods, whether now known or later developed. Pixel Press may use such Content without seeking or acquiring Your prior permission or consent and without providing You prior notice.

In addition to these Terms, Content You Share through the Services is additionally governed by the Pixel Press Acceptable Use Policy in Section 3 of these Terms, including the provisions therein concerning the infringement of third party intellectual property.

You warrant and represent that Content Shared by You in connection with Your use of the Services does not infringe any third party's rights, including without limitation rights of privacy, likeness rights, and/or intellectual property rights, and that You have the authority, ability, and right to grant to Pixel Press the license described in this Section 7. You further represent and warrant that You have all the rights and authority necessary to grant the license described in this Section 7 for any Content that You Share in connection with the Services.

You agree that this license includes the right for Pixel Press to provide, promote, and improve the Services and to make Content Shared through the Services available to third parties, including without limitation other users, companies, organizations, or individuals who use the Services or partner with Pixel Press for the syndication, broadcast, distribution or publication of such Content on other media and/or services subject to our terms and conditions for such Content use. Such additional uses by Pixel Press and/or third parties may be made with no compensation to You with respect to the Content that You Share through the Services.

Pixel Press may modify or adapt Your Content in order to transmit, display or distribute it over computer and/or telecommunications networks and in various media and/or make changes to Your Content as necessary to conform and adapt such Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for Your use of the Services, for any Content You provide, and for any consequences thereof, including the use of Your Content by third parties. You understand that Your Content may be syndicated, broadcast, distributed, or published by our partners and if You do not have the right to submit Content for such use, it may subject You to liability. Pixel Press will not be responsible or liable for any use of Your Content by Pixel Press in accordance with these Terms.

You understand and Agree that You do not have any proprietary right in Your Pixel Press account and nothing in this Section or these Terms shall be construed to create, recognize, or form any such proprietary right in Your Pixel Press account. Pixel Press is not a backup service and You are solely responsible for maintaining original and/or backup copies of any Content you Share. Pixel Press is under no obligation and has no duty to preserve or maintain copies of any Content you Share, nor to provide You or any other person or entity with copies or access to same.

9. Your License to Use the Services

Pixel Press grants to You a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use Pixel Press software in connection with Your use of the Services. This license is for the sole purpose of enabling You to use and enjoy the Services as provided by Pixel Press in the manner permitted by these Terms. The use of Pixel Press software may be subject to additional terms, including without limitation an End User License Agreement. Nothing in this Section shall be construed or deemed to supplement, cancel, modify, or waive any term of provision in the End User License Agreement applicable to any Pixel Press software.

The licensed granted herein is for Your personal and individual non-commercial use of the functionality of the Services for entertainment purposes only. In no event may You use the Servers for any purpose that: (a) harasses, abuses, threatens, defames, bullies, incites violence, or otherwise infringing or violating the rights of any other party; (b) is unlawful, fraudulent, or deceptive; (c) uses technology or other means to access Pixel Press's proprietary information in a manner not expressly authorized by Pixel Press; (d) includes the use of any automated or directed system to access the Pixel Press web site, computer systems, or Services; (e) introduces or attempts to introduce viruses, ransomware, worms, Trojan horses, macros, scripts, keyloggers, data scrapers, packet sniffers, or any other any software or code which interrupts, destroys, inhibits, or limits the functionality of any computer or telecommunications system, software, or hardware; (f) gains or attempts to unauthorized access to Pixel Press's computer network, computer systems, or user accounts; (g) encourages or facilitates conduct that would constitute a criminal offense or give rise to civil liability; (h) violates this Agreement; (i) is commercial in nature, including, but not limited to, promoting Your or a third party's goods and services, or producing or developing content in exchange for payment, remuneration, or consideration of any kind and/or selling content created using Pixel Press software and/or the Services or for use with Pixel Press software and/or the Services, except to the extent such transactions are expressly authorized by Pixel Press and carried out through Services provided by Pixel Press.

10. Pixel Press Rights

All right, title, and interest in and to the Services, excluding Content provided by users, are and will remain the exclusive property of Pixel Press. The Services are protected by copyright, trademark, and other laws of the United States, foreign countries, and certain international treaties. Nothing in the Terms gives You a right to use the Pixel Press name or any Pixel Press trademarks, logos, slogans, domain names, and/or other distinctive brand features. Any feedback, comments, or suggestions You may provide regarding Pixel Press, or the Services is entirely voluntary and Pixel Press may use such feedback, comments or suggestions in Pixel Press's sole discretion without any obligation to You.

11. Restrictions on Content and Use of the Services

You agree that You will use the Services only as provided herein and in any case in compliance with all applicable laws, rules, regulations, ordinances, or policies. Pixel Press reserves the right at all times, but shall not and will not have an obligation, to remove or refuse to distribute any Content on the Services, to suspend or terminate users and/or user accounts, and to reclaim usernames and/or account data without liability or obligation to You. Pixel Press also reserves the right to access, read, preserve, and disclose any information Pixel Press reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Pixel Press, its users and the public.

You may not do any of the following while accessing or using or otherwise in connection with Your use of the Services: (i) access, tamper with, or use non-public areas of the Services or the computer systems, technical infrastructure, or networks of Pixel Press and/or its suppliers, vendors and/or providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search, or attempt to access or search, the Services by any means, automated or otherwise, other than through the use of Pixel Press software provided or made available to You, or published interfaces to same provided by Pixel Press

(and only pursuant to terms and conditions applicable thereto), unless You have been specifically allowed to do so in a separate written agreement with Pixel Press; (iv) forge any network communications protocol packet or packet header, including without limitation any email or posting, or in any way use the Services to send altered, deceptive or false source- or origin-identifying information; or (v) interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services or the infrastructure systems supporting same, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. Nothing in the foregoing limitations shall be construed to prevent or disallow crawling the Services in accordance with the provisions of the robots.txt file, if any. Scraping the Services without the prior written consent of Pixel Press is expressly prohibited.

12. Term and Termination

The Terms will continue to apply until terminated by You or Pixel Press as follows:

You may end Your legal agreement with Pixel Press at any time for any reason by deactivating Your account(s) and discontinuing Your use of the Services. You do not need to specifically inform Pixel Press when You stop using the Services. If You stop using the Services without deactivating Your account(s), Your account(s) may be deactivated due to prolonged inactivity.

Pixel Press may suspend or terminate Your account(s) or cease providing You with all or part of the Services at any time for any reason, including, but not limited to, if Pixel Press reasonably believes: (i) You have violated these Terms; (ii) You create risk or possible legal exposure for Pixel Press and/or other users; or (iii) Pixel Press's provision of the Services to You is no longer commercially viable. Pixel Press will make reasonable efforts to notify You by the email address associated with Your account, if any, or the next time You attempt to access Your account.

In all such cases, the Terms shall terminate, including, without limitation, Your license to use the Services and the license grant in Section 9, except that the following Sections shall continue to apply: 3, 7, 8, 10, 13 and 14.

Nothing in this section shall affect Pixel Press's rights to change, limit or stop the provision of the Services without prior notice, as provided in Section 4.

13. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of Pixel Press. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions, including New Jersey, do not allow certain disclaimers or limitation of liability in contracts, and as a result the contents of this section may not apply to You or the liability of Pixel Press shall only be limited to the maximum extent permitted by law. Nothing in this section is intended to limit any rights You may have which may not be lawfully limited.

A. The Services Are Provided and Made Available "AS-IS"

YOUR ACCESS TO AND USE OF THE SERVICES AND/OR ANY CONTENT ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PIXEL PRESS DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Pixel Press makes no warranty and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to Your computer system, loss of data, or other harm that results from Your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Pixel Press or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that Pixel Press is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Pixel Press of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PIXEL PRESS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PIXEL PRESS EXCEED THE AMOUNT YOU PAID PIXEL PRESS, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PIXEL PRESS HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14. General Terms

Dispute Resolution. You agree that in the event of any dispute between You and Pixel Press arising under this Agreement or otherwise in connection with Your use of the Services, You and Pixel Press shall first attempt to resolve the dispute informally for a period of not less than thirty (30) days commencing upon receipt of a notice by the complaining party setting forth the nature of the complaint and the relief sought. If any claim cannot be resolved informally, such claim shall be heard only in a federal or state court of the State of Missouri having within its territorial jurisdiction the City of St. Louis, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If You are a federal, state, or local government entity in the United States using the Services in Your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to You. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Missouri (excluding choice of law).

Complete Agreement. This Agreement represents the complete agreement between You and Pixel Press with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements between You and Pixel Press; provided however that this Agreement shall coexist with, and shall not supersede, the App Store Terms and Conditions and the Pixel Press Terms of Use. No other person or company will be third party beneficiaries to this Agreement.

Non-Waiver. Pixel Press's failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Pixel Press of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Severability of Terms. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. If, however, it is determined that such provision cannot be reformed, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Choice of Law. In any action to enforce the terms of this Agreement, Missouri law shall apply.

These Services are operated and provided by:

Pixel Press Technology, LLC
eula@projectpixelpress.com
1017 Olive St. Suite 800
St. Louis, MO 63101

If You have any questions about these Terms, please contact us.

Last Revision: September 27, 2016

PIXEL PRESS TECHNOLOGY, LLC
PRIVACY POLICY AND CHILDREN'S PRIVACY STATEMENT

Last Updated June 10, 2020

This Privacy Policy and Children's Privacy Statement (the "**Privacy Policy**") explains how Pixel Press Technology, LLC, a Missouri limited liability company ("**Pixel Press**"), handles personal information you provide in connection with the use of any website, mobile app, or other services ("**Services**") controlled by Pixel Press (including its subsidiaries and affiliates). This Privacy Policy applies only to Services which link to this Privacy Policy or whose Terms of Use incorporate this Privacy Policy. Your use of the Services is subject to this Privacy Policy and the applicable Terms of Use.

BY USING THE SERVICES, YOU AGREE, AND YOUR PARENT/LEGAL GUARDIAN AGREES ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, TO BE BOUND BY THIS ONLINE PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS ONLINE PRIVACY POLICY, DO NOT USE THE SERVICES IN ANY MANNER.

This Privacy Policy is a legal document. Please read this Privacy Policy in its entirety before using the Services or submitting personal information to us.

Definition of "personal information"

In this Privacy Policy, "Personal information" means information that identifies any individual or could reasonably be used to identify such individual and which is submitted to and/or collected by the Services and maintained by Pixel Press in an accessible form. Examples of personal information include an individual's name, birth date, postal address, e-mail address, and telephone number.

In some cases, Pixel Press may collect some forms of sensitive information (such as an individual's gender). Please note that Pixel Press is subject to strict requirements in relation to sensitive information including to only collect and use sensitive information with consent or otherwise in accordance with applicable laws.

A SPECIAL NOTE FOR PARENTS AND LEGAL GUARDIANS:

Wherever we refer to "children" or a "child" in this Privacy Policy, we mean children under 13, consistent with the U.S. Children's Online Privacy Protection Act of 1998 ("**COPPA**") and children under 18 if you are Japanese resident (consistent with the Act on Development of an Environment That Provides Safe and Secure Internet Use for Young People). Please help us protect your children's privacy by instructing them never to provide personal contact information (like their full name, e-mail address, home address, telephone number, etc.) without your permission. We encourage you to spend time with your children when they are online or using any mobile device so you understand the sites, activities and apps they are engaged in, and to adopt available device and browser controls that reflect your preferences about your children's ability to access the Internet or make purchases online.

A SPECIAL NOTE TO KIDS:

If you are under 13 (for Japanese residents, 15 and for Mexican residents 18; the same shall apply hereinafter), you must get your parent's or legal guardian's permission before giving out your contact information, like e-mail address or phone number, or any other personal information, to Pixel Press or to anyone else.

A SPECIAL NOTE TO NON-U.S. RESIDENTS:

Our Services operate under U.S. law and all information submitted to us may be transferred to the U.S. As a result, this information may be subject to access requests from governments, courts, or law enforcement in the U.S. according to U.S. laws. By using the Services, you consent to this transfer. We will handle information in accordance with this Privacy Policy. See the section Privacy Shield Compliance below for more information on transfers of data from individuals in the European Union.

Personal Information Related to Children

Pixel Press is committed to protecting children's privacy on the Internet. We do not intend to, or knowingly, collect, use, or disclose personal information (including online contact information) of children under the age of 13 (for Japanese and Mexican residents, 18) in conjunction with our Services that are not directed toward children, and we encourage parents or guardians to monitor children's on-line activities. If we are aware of a child under the age of 13 (for Japanese and Mexican residents, 18) attempting to register to use any of the Services that are not directed toward children, we will not accept the registration. Once we become aware of a child under the age of 13 (for Japanese and Mexican residents, 18) providing personal information in conjunction with our Services that are not directed toward children, we will delete that information. If your child has provided personal information in this context, or if you otherwise would like your child's information deleted, please contact us at the contact information below so we can delete it.

Pixel Press has special policies for the online collection, use, and disclosure of information from children under 13 years of age (for Japanese residents, 18) at Pixel Press' Services directed toward children, including its Bloxels Builder app (collectively, "Child-Directed Services"). Pixel Press does not collect personal information through Child-Directed Services without the consent of a parent or legal guardian. We take steps to prevent children from posting or publicly disclosing personal contact information, like full name, phone number or e-mail address, online, without parental consent. Pixel Press does not condition a child's participation in an activity on the child's disclosure of more personal information than is reasonably necessary to participate in that activity.

Certain activities require your child to register. They (and you) may be able to do so anonymously by providing a first name or user name. We encourage children to use a "screen name" (not their real name) that only they know. We use technology, like cookies, to facilitate the ability to play games, recognize returning visitors by their user name, and to screen for age in accordance with COPPA and other applicable laws.

To permit your child to provide personal information through the Child-Directed Services, Pixel Press generally [see exceptions below] requires a parent or guardian to consent. Personal information collected from the Child-Directed Services initially is limited to the email address of the parent. If the parent does not grant consent to the collection of data from the child on the Child-Directed Services through the consent mechanism provided on the email request, after a reasonable amount of time, the parent's email address will be deleted. If the parent grants consent to the collection of data from the child on the Child-Directed Services through the consent mechanism provided on the email request, Pixel Press may also collect the child's email address (in addition to the parent's email address) for the purpose of password recovery, the child's username (that will be disclosed to the parent prior to becoming visible to other Pixel Press users) so that, in the Bloxels Builders app context, the child's Avatar may be identifiable to other members of the Bloxels Community, the IP address and/or mac address associated with the child's use, to facilitate the operation of the game, and cookies in the form of impression information, to facilitate and streamline the child's use of the game. The parent will be given the opportunity to revoke his or her consent after it is initially given in a follow-up email from Pixel Press after a reasonable delay, pursuant to COPPA.

Parents can review or have deleted their child's personal information, and refuse to permit further collection or use of their child's information at any time. To do this, parents should use the procedure outlined below.

We only keep your (or your child's personal information for as long as we need it for one or more of the purposes described in this Privacy Policy (or, in some cases, until you opt out from one of our mailing lists). If social networking opportunities are available through the Child-Directed Services, they are structured so that no personal information is shared between visitors unless verifiable parental consent is obtained.

Pixel Press might collect an e-mail address and first name (or screen name) from your child under 13 without your consent if a child sends a request to us. In such circumstances, we keep their e-mail address for long enough to respond to them. Pixel Press deletes this information from our system after we answer their question.

We may ask for certain information like [statistical/de-identified] information about your city, hobbies, etc. to help us understand our visitors and improve our products and services.

Privacy Shield Compliance

Generally: Pixel Press is a participant in the Privacy Shield. This means Pixel Press adheres to the Privacy Shield Principles with respect to all personal data received from the EU in reliance on the Privacy Shield, and its committed to subject to the Privacy Shield Principles all personal information received from the EU in reliance on the Privacy Shield. Information about the EU-U.S. Privacy Shield can be found at: <https://www.privacyshield.gov/>. The list of companies that are currently certified under the Privacy Shield is available at: <https://www.privacyshield.gov/list>. Pixel Press is subject to the investigatory and enforcement powers of the Federal Trade Commission, and is committed to responding promptly to inquiries and requests by the United States Department of Commerce for information relating to the Privacy Shield Framework.

Pixel Press's privacy policy is at all times publicly available at: <http://www.projectpixelpress.com/privacy-policy>. Pixel Press does not collect Human Resources data from EU citizens. This privacy policy herein, and located at the above hyperlink, therefore only covers non-HR data.

Privacy Shield Contact: Please raise any complaints you may have about Pixel Press's adherence to the Privacy Shield Principles with Pixel Press before proceeding to independent recourse mechanisms of any kind. Pixel Press is committed and required to respond to any of your inquiries on this issue within forty-five (45) days of receiving the complaint. Pixel Press's contact for the handling of questions, complaints, access requests, and any other issues arising under the Privacy Shield is:

Pixel Press Technology, LLC
Attn: Privacy Concerns
PO BOX 21604
St. Louis, MO 63109
privacypolicy@projectpixelpress.com

Independent Recourse Mechanism: Pixel Press utilizes the International Centre for Dispute Resolution ("ICDR"), the international division of the American Arbitration Association (ICDR/AAA) located in the United States, as its Independent Recourse Mechanism to investigate unresolved complaints regarding Pixel Press's compliance with the Privacy Shield. This independent dispute resolution mechanism will be provided to you free of charge for complaints that implicate the Privacy Shield Principles. The International Centre for Dispute Resolution's complaint submission form can be found at: https://ss-usa.s3.amazonaws.com/c/2345/media/579fa20e067f3/ICDR_SafeHarbor_Notice_of_Arbitration.pdf and general information about the ICDR Privacy Shield Program can be found at: <http://info.adr.org/safeharbor/>. The International Centre for Dispute Resolution may be contacted at:

International Centre for Dispute Resolution Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
United States
Phone: +1.212.484.4181
Email box: casefiling@adr.org

The administrative procedures of the ICDR/AAA as they relate to the Privacy Shield, including the timing for the submission of defenses or counterclaims to complaints, may be found at: https://ss-usa.s3.amazonaws.com/c/2345/media/57a211b24ab18/SafeHarbor_Procedures.pdf . The Privacy Shield Principles' requirements for independent recourse mechanisms may be found at <https://www.privacyshield.gov/article?id=11-Dispute-Resolution-and-Enforcement-d-e>. Remedies that may be awarded by Pixel Press's Independent Recourse Mechanism include publicity for findings of non-compliance, the requirement to delete data in certain circumstances, suspension and removal of a seal, compensation for individuals for losses incurred as a result of non-compliance, and injunctive awards. Pixel Press's Independent Recourse Mechanism must also notify any failures of Pixel Press to comply with its rulings to the Federal Trade Commission, as appropriate, and to notify the Department of Commerce. Under certain conditions, where your complaint has not been resolved by other recourse and enforcement mechanisms, you may also invoke binding arbitration.

FTC Action: The FTC has committed to reviewing on a priority basis referrals alleging non-compliance of the Privacy Shield Principles received from independent dispute resolution bodies, among others. If the FTC concludes that it has reason to believe Section 5 of the Privacy Shield Principles has been violated, it may resolve the matter by seeking an administrative cease and desist order prohibiting the challenged practices or by filing a complaint in a federal district court, which if successful could result in a federal court order to same effect.

Access to, Correction, and Deletion of Personal Information in Current Customer Records

You may request to access, correct, amend, or remove your personal information from our current customer records by contacting Pixel Press's Privacy Shield Contact, above. You may also request your personal information not be used for marketing purposes by contacting the designated Privacy Shield Contact, above. You will also be given the opportunity to opt out of any marketing communications sent to you in any marketing communications you receive. Upon proper identification, parents and guardians may also request to review and/or remove the personal information collected from their child or to amend this personal information. Please note, however, if you ask us to delete your child's information, your child may not be able to participate in certain online activities. Please notify us of your wishes with respect to your child's information by contacting us in one of the ways specified herein.

For our record keeping purposes, we may retain certain personal information you submit in conjunction with commercial transactions.

California Privacy Rights

California residents who provide personal information are entitled to request and obtain from us, once per calendar year, information about the information we shared, if any, with unaffiliated third parties for their direct marketing purposes, including the categories of information and names and addresses of third parties with whom we shared the information for their marketing purposes. To obtain information about this sharing or to opt out of future sharing, please contact us in one of the ways specified herein. You must provide a current California address for our response. The e-mail subject line or mailing envelope and the

content of your request must include the phrase “Your California Privacy Rights,” and include your name, e-mail address (if you wish to receive a response via e-mail) or street address, city, state, zip code (if you wish to receive a response via postal mail). Requests via telephone or facsimile will not be accepted. Your request will be processed within thirty (30) days of the date on which we receive it. We are not responsible for notices that are not labeled or sent properly, or do not have complete information. Please note that not all information sharing is covered by the California law. Our response will include only information relating to our sharing practices for information covered by the law.

Mexican Personal Data Protection Law Compliance

In compliance with the Mexican Personal Data Protection Law (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*), the following information is addressed to our users located in Mexico:

Data-controller’s identity, address and contact information:

Pixel Press Technology, LLC
Attn: Privacy Concerns
PO BOX 21604
St. Louis, MO 63109
privacypolicy@projectpixelpress.com

Personal Information Collected / Purposes of Collection: Pixel Press collects email addresses, financial information such as credit card information, and postal addresses for purposes of providing the Services.

Your personal information is also used for marketing purposes if you opt into our contact lists for offers, promotions and additional services that may be of interest to you. You will be given the opportunity to opt out of any marketing communications sent to you in any marketing communications you receive. You may also request your personal information not be used for marketing purposes by sending an email to privacypolicy@projectpixelpress.com.

Pixel Press also collects certain information using various technologies, such as cookies, Internet tags or pixels, and web beacons. See sections “Passive Collection of Certain Information”, “Limitations on Collection of Personal Information” and “Targeted Activities” below for more information on this type of passive collection of personal data.

For more information on the personal information that is collected by Pixel Press and the purposes of the processing, please review section “Collection of Information Online” below.

“ARCO” Rights: Under the Mexican Personal Data Protection Law, you are entitled to: (i) access your personal information and be informed about the way in which such information is processed, (ii) rectify your personal information in case it is not up-to-date, it is inaccurate or incomplete, (iii) cancel your data if you consider that it is not used in accordance with the applicable principles, duties and obligations, and (iv) object to the processing of your data for certain purposes. These rights are known under Mexican legislation as “ARCO Rights”.

If you wish to exercise your ARCO Rights, please send an email to privacypolicy@projectpixelpress.com with e-mail subject line “Exercise of ARCO Rights / Mexico”, together with the following information and documentation:

- Copy of your official ID and/or of your legal representative. Such documents should be scanned and attached to the corresponding email communication. For legal representative, please also attach a copy of his/her power-of-attorney.
- Clear and precise description of the personal information about which the ARCO Rights are to be exercised, as well as the right and rights you wish to exercise. This description could be included in the email cover letter or in a document attached thereto, scanned and initialized in each of its pages.
- Expressly state your agreement to receive our response through an email communication, specifying the corresponding email address.

Pixel Press will issue a response within the following 20 business days after we receive your request. Once you receive our response, you will have a 15 business day period to respond to our communication. In case you do not reply to our response within the mentioned period, we will understand in good faith that you agree with our response. Please note that Pixel Press, as data-controller, may refuse the exercise of your ARCO Rights in the cases permitted by applicable law, and shall inform you about such decision. The refusal may be partial, in which case Pixel Press will carry out the access, rectification, cancellation or objection in the corresponding part.

Should you wish to revoke your consent for the use of your personal data for secondary purposes or limit its use and disclosure, please also follow the process described above.

Transfers of Personal Information: Please see the section “Transmission of Personal Information to Third Parties” where the sharing of personal information by Pixel Press with third parties and with providers of data-processing services is described. Pixel Press is exempt from the obligation of obtaining the individuals’ consent to carry out the transfers described in this Privacy Policy as all them are considered “permitted transfers” under article 37 of the Mexican Personal Data Protection Law. Should you not agree with the transfers of personal information carried out by Pixel Press please abstain from using our Services.

Changes and updates to this Privacy Notice: In case Pixel Press changes its privacy practices, a new Privacy Policy will reflect those changes and the effective date of the revised Privacy Policy will be set forth in the Privacy Policy. See the section “Policy Updates” for more information on policy changes and updates.

A Special Note For Parents, Legal Guardians and Kids Located in Mexico: In accordance with Mexican legislation, “children” or “child” means children and adolescents under 18. If under 18, the parent’s or legal guardian’s permission is required to give out any personal information to Pixel Press or to anyone else. To the extent you are located in Mexico, all references to “children” or “child” in this Privacy Policy will mean children and adolescents under 18.

Collection of Information Online

Pixel Press may collect information in two ways:

Personal Information You Submit: Pixel Press collects personal information that you enter into data fields or otherwise provide via the Services, but limits its collection of personal information that is relevant for the purposes of providing the Services. For example, you may submit your name, postal address, e-mail address, and/or other information in order to receive information about various subjects, register for programs, contact customer service, or respond to surveys. To protect your privacy, you should not provide Pixel Press with contact information that is not specifically requested.

Email addresses, financial information such as credit card information, and postal addresses are currently the only personal information actively collected by Pixel Press in conjunction with its Services. Pixel Press

collects the email addresses of its users, and/or its users' parents or guardians, when users create an account. The email addresses collected are used to obtain parental consent when appropriate and allow users to reset their passwords and to log in to their accounts on other devices. The email addresses are also used to, from time-to-time, send emails to users to notify them of information related to the Services for which they have registered. Financial information such as credit card information is collected in conjunction with customers' purchases of Pixel Press products and processed immediately through a secure connection, and postal addresses are also collected in conjunction with customers' purchases of Pixel Press products and Pixel Press's shipping of ordered products.

Passive Collection of Certain Information: Pixel Press may collect information about your use of the Services without you actively submitting such information. This information may be collected using various technologies, such as, but not limited to, cookies, Internet tags or pixels, and web beacons. Your internet browser automatically transmits to the Services certain information, such as your IP address and device identifier, the URL of the Services you just visited and the browser version your computer is operating. Passive information collection technologies can make your use of the Services easier by allowing Pixel Press or our service providers to provide better service, customize sites based on consumer preferences, compile statistics, analyze trends, serve advertising, and otherwise administer and improve the Services. Certain features of the Services may not work without use of these technologies.

Collection and Use of Personal Information

After you have entered personal information into a form or data field, Pixel Press may use certain technologies to allow a web site or app to "remember" your personal preferences, such as sections of the web site or app that you use frequently and, if you choose, your user ID. We may also use this personal information for other business purposes, such as to offer you the opportunity to receive updates or information regarding Pixel Press' products or services, to invite you to participate in surveys about our products, or to notify you about special promotions. As part of providing the Services, Pixel Press may need to provide you with certain communications, such as announcements and administrative messages. These communications are considered part of the Services and you may not always be able to opt-out from receiving them.

Limitations on Collection of Personal Information

You may limit the amount and type of personal information that you share with Pixel Press by choosing not to enter any personal information into forms or data fields. Some of our online Services require that you provide us with appropriate personal information for you to access them. Other parts of the Services may ask whether you wish to opt out or opt into our contact lists for offers, promotions and additional services that may be of interest to you.

You may also be provided with preference questions or preference boxes allowing you to indicate that you do not want the Services to use tracking technologies, such as cookies, to "remember" your personal information, such as user IDs or mailing addresses, on return visits. However, if the Services use tracking technologies to collect unidentifiable information, it will not generally provide you with the ability to opt out of the tracking technologies. Some internet browsers allow you to limit or disable the use of tracking technologies that collect unidentifiable information.

Please note that if you do not accept tracking technologies, some features or activities may not be available to you.

Targeted Advertising

Pixel Press may work with third party online or mobile network advertisers that use cookies, pixels, or other non-cookie technology to help us manage advertising through the Services and measure its effectiveness. This is limited to our parent-directed Services. These technologies enable third party ad networks to recognize a unique cookie on your computer, tablet or mobile device and may be placed by us, our network advertising firm(s), or by another advertiser that works with our third party network advertiser(s). The information that is collected and shared in this fashion does not contain your name, address, telephone number, or e-mail address. However, it is linked to the device identifier of the device you are using to keep track of all the sites you have visited that are associated with the ad network. This information may be used for the purpose of targeting advertisements on the Services and other sites based on those interests, and to learn which ads bring users to our Services. **Please keep in mind that your web browser may not permit you to block the use of non-cookie technologies, and browser settings that block cookies may have no effect on non-cookie technologies.**

For more information about our network advertisers, including information about how to opt out of technologies that they control, you can visit websites operated by the Network Advertising Initiative (<http://optout.networkadvertising.org/>) and Digital Advertising Alliance (<http://optout.aboutads.info/>) to access opt-out tools available from those participating in the program. Participating network advertisers will be listed at those sites. Opting out means that you will still see ads, but they may not be tailored to your specific interests. **Please note:** your opt-out choices are browser-specific and device-specific.

Some web browsers may transmit “do not track” signals. Pixel Press makes every effort to honor “do not track” signals.

Social Media Platforms and Plugins

If you are a member of a social media network, like Facebook, a cookie may be sent to that network when you access a page of our Services that links to their website through a plugin, register or log into your account at their platform, or use your social media user name and password to log into our Services where you have the option to do so. That may enable them and us to link your activities with your personal registration information at their site, and may include notifying your friends or connections about your activities in our Services, and using tracking technologies to monitor your online activities in order to serve targeted ads. The social media networks' privacy policy and terms apply to your use of their platforms. Your browser or device may allow you to block these technologies but you should visit the third party website and review their privacy policy and your registration profile or account to find out your options.

Google Analytics

Pixel Press uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of our websites (including your IP address) will be transmitted to and stored by Google on servers in the United States.

In case of activation of the IP anonymization, Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of Pixel Press, Google will use this information for the purpose of evaluating your use of our websites, compiling reports on website activity for Pixel Press and providing

other services relating to website activity and internet usage to Pixel Press. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of our websites.

You can refuse the use of Google Analytics by clicking on the following link:
<https://tools.google.com/dlpage/gaoptout?hl=en>.

An opt-out cookie will be set on the computer, which prevents the future collection of your data when visiting our websites.

Further information concerning the terms and conditions of use and data privacy can be found at:
<https://www.google.com/analytics/terms/us.html> or at:
<https://www.google.de/intl/en/policies/>

Access to Personal Information

Personal information may be accessed by a restricted number of Pixel Press employees, by certain companies with which Pixel Press may conduct joint programs, provided Pixel Press obtains the appropriate verifiable parental consent when such personal information is collected from children and, if applicable, complies with the requirements for onward transfers under the Privacy Shield, and by individuals and entities with whom Pixel Press contracts to carry out business activities for Pixel Press, again provided Pixel Press obtains the appropriate verifiable parental consent when such personal information is collected from children and complies with the applicable requirements for onward transfers under the Privacy Shield. Companies that may have access to personal information collected in conjunction with Pixel Press's Services include Shopify, Inc., Squarespace, Inc., Stripe, Inc., Mailchimp.com, and Intuit Inc, for the purpose of assisting Pixel Press in processing payments, sending emails and otherwise provide Pixel Press's products and services. We train our employees about the importance of privacy and how to handle and manage customer data appropriately and securely.

Transmission of Personal Information to Third Parties

Pixel Press may share personal information with third parties that provide services to us under contract. For example, we may contract with third parties to provide database or server maintenance or security, manage transactions, help us process and fulfill orders or requests, assist us in analyzing our offerings, or provide other similar services. In some cases, the organizations that we may disclose personal information may be based outside your home country. For example, we may share personal information with our third party providers in the United States of America. In such instance, Pixel Press will comply with the requirements for onward transfers under the Privacy Shield. If Pixel Press fails to comply with the onward transfer requirements of the applicable law, including Privacy Shield, Pixel Press may be held liable for such a failure. Pixel Press may disclose or transfer personal information in connection with, or during negotiations of, any merger, sale of company assets, product lines or divisions, or any financing or acquisition. Pixel Press may also disclose personal information to prevent damage or harm to us, our Services, or any person or property, if we believe that disclosure is required by law, or in response to a legal request. Pixel Press will not otherwise disclose personal information to third parties, including for those third parties' own marketing purposes, unless you have been provided with an opportunity to opt in to such disclosure and, in the case of personal information collected from children, the appropriate verifiable consent is obtained.

Pixel Press currently discloses personal information to several entities, which process the personal information on behalf of and under the instruction of Pixel Press. Pixel Press has engaged The Rocket

Science Group, LLC d/b/a Mailchimp for the purpose of sending emails to parents of children who utilize the Services to notify them of Pixel Press's information collection practices and obtain consent from them to collect personal information from their children. Pixel Press also transfers this personal information to Mailchimp.com for the purpose of sending emails to users to notify them of information related to the Services for which they have registered. Pixel Press also shares personal information with Shopify, Inc., which is Pixel Press's ecommerce portal, for the purpose of shipping products, and Mapbox, Inc. for the purpose of storing shipping information for product ordered by customers and other information provided by customers, for example the location of educational institutions using Pixel Press products that seek to be included on the map at <http://www.bloxelsbuilder.com/>. Pixel Press also shares information with Stripe, Inc., Shopify, Inc., and Intuit, Inc. for the purpose of processing credit card transactions. Pixel Press also stores some forms containing personal information submitted by customers on Google Docs, so Google Inc. may also have access to such personal information.

Pixel Press shall remain liable under the Privacy Shield Principles and the privacy principles applicable under Mexican law, if its agents process personal information in a manner inconsistent with the Privacy Shield Principles or the privacy principles applicable under Mexican law, unless it proves that it is not responsible for the event giving rise to the damage.

Pixel Press may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Security of Personal Information

Pixel Press takes reasonable steps to ensure that personal information is protected while you submit personal information to the Services. However, the confidentiality of personal information transmitted over the internet cannot be guaranteed. We urge you to exercise caution when transmitting personal information over the internet. Pixel Press cannot guarantee that unauthorized third parties will not gain access to personal information; therefore, when submitting personal information to the Services, you must weigh both the benefits and the risks. Personal Information we collect is maintained in Oregon, in the United States.

Links to Other Apps, Sites and/or Service Providers

The Services may contain links to web sites and/or services operated by others ("*Third Party Services*"). Each of those maintains its own policies about the collection, use and security of personal information. Pixel Press is not responsible for the manner in which others use your personal information. Before providing personal information in connection with any Third Party Services, you should read its Privacy Policy and Terms of Use, and be sure they are acceptable to you. Notwithstanding any content on Third Party Services indicative of the contrary, Pixel Press makes no endorsement of or representation about any such Third Party Services, or any information, software, products or materials found there, or any results that may be obtained from using them.

If you decide to access any Third Party Services linked to in these Services, you do so entirely at your own risk. Pixel Press does not guarantee that you will receive an alert when you leave its website or Services, and it is your responsibility to determine when you have done so. Pixel Press recommends that you review any privacy policies associated with Third Party Services before submitting any information thereto. Pixel Press assumes no responsibility for and shall not be liable for the privacy, terms of use, or other policies of any Third Party Services, any damage to, or viruses that may infect your computer equipment or other property, or for any loss or corruption of data resulting from any Third Party Services navigated to or accessed from links hosted on or contained in the Services.

Contacting Pixel Press

If you have questions about the use, amendment, or deletion of personal information that you or your child provided to us or if you would like to opt out of future communications from a Pixel Press business or a particular Pixel Press program, please contact us by clicking on the “Contact Us” link on the Services or by e-mailing us at privacypolicy@projectpixelpress.com. Alternatively, you may send a letter to our Chief Technology Office at the following address:

Pixel Press Technology, LLC
Attn: Privacy Concerns
PO BOX 21604
St. Louis, MO 63109
privacypolicy@projectpixelpress.com

As indicated above, please specifically direct the correspondence to Robert Bennet, Pixel Press’s designated Privacy Shield contact, for questions, complaints, access requests, and any other issues arising under the Privacy Shield.

In all communications to Pixel Press, please include the e-mail address used for registration (if applicable), the web site address or the specific program to which you or your child provided personal information and a detailed explanation of your request. If you would like to delete or amend your personal information or that of your child and are contacting us by e-mail, please put “Deletion Request” or “Amendment Request”, as applicable, in the subject line of the e-mail. We will do our best to respond to all reasonable requests in a timely manner.

Making a privacy complaint (where the Privacy Shield Compliance framework does not apply)

You can also use our contact details to notify us of any privacy complaint you have against us. We are committed to acknowledging your complaint in a prompt manner and will give you an estimated timeframe for when we will respond to your complaint.

While we hope that we will be able to resolve any complaints you may have without needing to involve third parties, you may also be able to lodge a complaint with a relevant regulator [such as the Australian Information Commissioner (www.oaic.gov.au), or the Privacy Commissioner of Canada (<https://www.priv.gc.ca/en/>)].

Policy Updates

Pixel Press reserves the right to amend this Privacy Policy without prior notice to reflect technological advancements, legal and regulatory changes and good business practices, provided, however, that we will not make material, retroactive changes without your consent. If Pixel Press changes its privacy practices, a new Privacy Policy will reflect those changes and the effective date of the revised Privacy Policy will be set forth in this title of this Privacy Policy.