

Privacy Policy

This policy explains how KickFeed may collect and use personal information about you on KickFeed.com and in KickFeed Mobile Applications. KickFeed respects your personal privacy and we are committed to protecting it.

Your privacy is very important to us. Accordingly, we have developed The KickFeed Privacy Policy in order for you to understand what/how we collect, use, communicate, disclose and make use of personal information.

The following outlines our privacy policy.

A User is either a Member or a non-Member who is simply visiting the KickFeed website or mobile applications. Our Service is intended for Users over thirteen (13) years of age and we will not intentionally collect or maintain information about or from anyone under thirteen (13) years of age.

This Privacy Policy may be revised or updated at any time and we encourage you to check back often to ensure that you are familiar with the most recent version and the terms of our Privacy Policy.

When do we collect your personal information?

You may provide personally identifiable information to us in (but not restricted to) the following ways:

- by registering as a Member
- by subscribing to our newsletter
- by sharing personal information when you post new Feeds, Kicks and Comments
- by contacting us through our support pages, or by emailing us on any of the email addresses listed on our sites
- by providing us information through our third party service providers

In addition to personally identifiable information, we may also collect non-personally identifiable information from users when they visit the site.

What personal information do we collect?

Depending on the area of the Site and Service that you interact with, the personally identifiable information that we collect may include your:

- Full name
- Email address
- Mailing address
- Profile photos you submit
- Username or login IDs for Twitter, Facebook or Linked-in
- Company, job title, industry, gender
- Your uploaded photographs
- Any information that you include in your Feeds and Kicks

Non personally identifiable information we collect when you visit the Site may include:

- your IP address
- your approximate geographic location
- the operating system you are using
- the Internet browser you are using
- the web page or app page you requested to visit

How is my personal information used?

Depending on the area of the Site or application that you have subscribed to or interacted with, we may use your information in a number of ways:

- If you choose to subscribe (opt-in) to our newsletter, we will send our periodic newsletter to the email address you provided us. Members can opt-out of our newsletter at any time by clicking the “Unsubscribe” link that is present on every email at the very bottom of the newsletter.
- The email address that you use when contacting us through our support pages or any one of our email addresses listed on the Site, such as on our Contact page, will not be used for any reason except for responding to your inquiry.
- If you comment on the Site or in any associated mobile application, and your comment violates our Terms of Use, we may use the contact information you provided in order to notify you of the policy violation
- From time to time, we may organise promotions. If you share information with us directly or through any of our promotional material, we may use the email address you provided in order to notify you of the results
- We may use your non-personally identifiable information to monitor Site usage trends and improve the User experience
- We may disclose your personally identifiable information if required to do so by process of law, or if necessary in order to investigate fraud, a violation of our Terms of Use or in connection with any harm being caused to a third party or their rights
- Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Who else has access to my personal information?

Our website and applications may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. Regardless of who added a given link, we’re not responsible for the privacy practices of websites or other services operated by third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Below are the privacy policies of some of the other third parties who may indirectly provide services to us:

- Google <http://www.google.com/intl/en/privacy/>
- Facebook <http://www.facebook.com/policy.php>
- Twitter <http://twitter.com/privacy>

What about cookies?

Cookies are small bits of information that we might place on your computer. We would use cookies to identify your Internet browser, store Users’ preferences, and determine whether you have installed sufficient enabling software needed to access certain parts of the Service. Data in cookies may be read to authenticate user sessions or provide features of the Service.

Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site.

You can programme your computer to warn you each time a cookie is being sent, block third party cookies or block all cookies. However, by blocking all cookies you may not have access to certain features of the Service.

How do I edit my personal information?

Clicking the Edit Profile link in the KickFeed.com website or mobile applications will allow you to edit your personal information. While most of the information in your profile can be edited, many of the fields are required in order to complete your profile on sign-up.

How do I delete my account?

If you would like to delete your account, you can do so in the settings area of both the klickfeed.com web version and mobile applications.

You should be aware that it may not be technologically possible to remove each and every record of the information you have provided to us from our servers. The need to back-up our systems to protect information from inadvertent loss means that a copy of your personally identifiable information may exist in a non-erasable form. This data will only be available to us and will never be made public.

In addition, we have the right to delete any account at any time if required to do so by process of law, or if necessary in order to investigate fraud, a violation of our Terms of Use or in connection with any harm being caused to a third party or their rights.

How secure is my personal information?

We use commercially reasonable administrative, technical, personal and physical measures to safeguard personally identifiable information against loss, theft and unauthorised use, disclosure or modification. However, we cannot completely guarantee the security of personally identifiable information.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

We don't collect or retain your personal financial information, such as credit card data. If in the future we offer services that require you to provide your personal financial information, your personal financial information will be collected by, provided to and processed by a third party payment processor – not us – and their treatment of your personal financial information will be covered by their privacy policy.

Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request should be made in writing and may be subject to a fee of £30 to meet our costs in providing you with details of the information we hold about you.

Terms of Use

Please read this Terms of Use agreement before using the websites, mobile applications or services offered by KickFeed Limited [the company] These terms of use set out the legally binding terms and conditions for your use of the website at KickFeed.com [the site] Our mobile applications [the apps] and the services, features, content, products and applications offered by the company and/or third parties (collectively with the site, the apps the service or services).

Acceptance of Terms

By registering for and/or using the site or the apps in any way, including without limitation merely visiting the site, you expressly acknowledge that you have read and agree to be bound by all of the terms and conditions herein [the terms], the Privacy Policy and other guidelines and policies that the company may publish on the site from time to time.

The site and the apps are intended for lawful use by persons over thirteen (13) years of age. Company reserves the right to change these Terms, the Privacy Policy and other Company guidelines and policies posted on the site from time to time at its sole discretion, with or without notice. Your continued use of the site and the apps constitutes your acceptance of the revised Terms, and your use of the site and the apps will be subject to the most current version of these Terms, policies, and guidelines posted on the site or in the apps at the time of such use. If you breach any part of these Terms, your authorisation to use the Service will automatically terminate.

Access to the site and the apps

Subject to these Terms, the company may offer to provide certain Services, as described more fully on the Site, which are solely for your own use, and not for the use or benefit of any third party. Services may include any information content provided for or distributed to you (over the Internet, in person or otherwise).

Membership of the site and the apps

If you choose to become a member of KickFeed, during the member registration process, you will be asked to choose a password. You agree to keep your password confidential. Members are entirely responsible for any and all activities which occur under their account whether authorised or not authorized, unless access to a Member's user name and/or password was obtained by a third party through no fault or negligence of Member's own. Member agrees to notify Company of any unauthorised use of Member's account or any other breach of account security as soon as it becomes known to Member. Any rights to use Services offered to a Member are personal to that Member and not for commercial use without the express written consent of Company. You are solely responsible for your interactions with other Members, third party developers or any other parties with whom you interact through the Service. Company reserves the right, but has no obligation, to become involved in any way with any disputes.

User Submissions

KickFeed provides you the ability to register, create, add, distribute and/or post content [user submissions], which may include but not be limited to, comments, suggestions, questions, ratings, reviews, graphics, photographs, videos, articles, blog postings, and Personally Identifiable Information and Non-Personally Identifiable Information as defined in the Privacy Policy.

In regards to your user submissions, you will:

- acknowledge that you are publishing that User Submission
- acknowledge that the content found in your User Submission is in the public domain
- acknowledge that you may be publicly identified as a result of your User Submission;
- acknowledge that you own and control all of the content associated with your User Submission or have full authority and permission from owners of any right, title, or interest when submitting content in a User Submission
- agree to pay royalties or other fees owed to any person or entity as a result of your User Submission
- have permission to use the name and likeness of each identifiable individual person when submitting User Submissions that pertain to any identifiable individual's personal information;
- hereby grant Company an international, perpetual, non-exclusive, transferable, royalty-free, fully paid license to use, reproduce, display, distribute and fully exploit your User Submissions in connection with Company and

its businesses, including but not limited to redistributing part or all of your User Submissions to any media format and through any media channels, including but not limited to those of third parties

- acknowledge and understand that Company has the right to delete, edit, modify, excerpt or translate any User Submission
- acknowledge and understand that any you are solely responsible for any User Submission content that you submit to Company
- acknowledge and understand that Company is not responsible or liable for any User Submission that is erroneous, deceptive, fraudulent, defamatory, obscene, profane, unlawful, promotional of any crime or invasive of another's privacy
- acknowledge and understand that Company cannot guarantee the identity of Members or other users of the Service with whom you interact.

Rules and Conduct

The Service is provided for personal and commercial use only. You are solely responsible for all of your activity in connection with the Service.

Without limitation, the following are examples of User Submissions that are not permitted:

- User Submission is knowingly inaccurate, deceptive, fraudulent, false, or untruthful.
- User Submission is libellous, obscene, defamatory, offensive, profane, unlawful, promotional of any crime or invasive of another's privacy.
- User Submission is unsolicited advertising or use of junk, "spam", or bulk transmission, or "phishing".
- User Submission is intended to result in the transmission and/or distribution of a computer or mobile device virus.
- User Submission is meant to impersonate any person or entity.

The company reserves the right, but has no obligation, to edit, modify, delete, hide or remove any User Submission in its sole discretion with or without cause. The company does not guarantee that any User Submission will be made available on the site. Company reserves the right to refuse service, terminate accounts, and cancel orders if we believe that your conduct violates these Terms.

Modifications and Interruption to Service

The company reserves the right to modify or discontinue any element of the Service with or without notice to you, and The company will not be liable to you or any third party should the company exercise this right. You acknowledge and accept that the company does not guarantee continuous, uninterrupted or secure access to the service and operation of the Service may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

Fees

The company reserves the right to charge for any portion of the Services and to change its fees (if any) from time to time in its sole discretion. If the company terminates your access to the Services because you have breached these Terms, you will not be entitled to the refund of any unused portion of fees or payments (if any).

Third-Party Sites and Services

The Service may include links to other websites, services or resources on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability, content, legality, appropriateness or any other aspect of any third-party site. Your use of third-party sites is at your own risk and subject to the terms of use and privacy policies of each site, for which we are not responsible and which we encourage you to review.

Warranty Disclaimer

THE SERVICE IS PROVIDED BY THE COMPANY ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE SERVICE, IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, UP-TO-DATENESS OR OTHERWISE. COMPANY WILL HAVE NO LIABILITY FOR ANY

INTERRUPTIONS IN THE USE OF THE SERVICE. COMPANY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR COMPANY WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SERVICE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold harmless the company, its subsidiaries, affiliates, officers, directors, members, shareholders, agents, employees, licensors, suppliers, co-branders or other partners, from any claim or demand, including reasonable legal fees and damages of any kind, made by any third party due to or arising out of your use of the service, your User Submissions, your violation of these Terms, or infringement by you, or other users of the Service using your computer or mobile device, of any intellectual property or any other right of any person or entity.

Compliance with Laws

Use of the Service is not authorised in any jurisdiction that does not give effect to all provisions of these Terms. You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Service in any way that violates applicable UK, European, State, Federal, or International laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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All trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of their products and services.

Law and jurisdiction

Any contract formed between you and the company under these terms and conditions shall be governed by the Law of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.