

Warp 36 Privacy Policy

Your privacy is important to Warp 36, Inc. ("**Warp 36**," "**we**," "**our**," or "**us**"). This Privacy Policy describes how Warp 36 may collect, use, store, disclose, and otherwise process your personal information when you use our Services, as defined below.

Please read this Privacy Policy before using our Services. This Privacy Policy is intended to describe our privacy practices and your rights and choices concerning your information. It is not a contract and does not create any legal rights or obligations beyond those provided by applicable law.

We may change this Privacy Policy from time to time. When we make changes, we may post the updated Privacy Policy through our Services or website and, where appropriate, provide additional notice.

If you have questions, comments, or concerns regarding this Privacy Policy or our privacy practices, please contact us as described in Section 13 below.

1. Introduction

Warp 36 develops and publishes games for mobile devices, computers, and other supported devices and platforms.

This Privacy Policy applies whenever you use our "**Services**," which include our games, products, services, content, websites operated by Warp 36, and related online services.

Our games may be made available through third-party distribution platforms, including the Apple App Store, Google Play, and Steam. Those platforms may independently collect and process information about you in accordance with their own privacy policies.

For purposes of applicable data protection laws, Warp 36, Inc. is generally the data controller of personal information that we collect and determine how to use.

In this Privacy Policy, we refer collectively to the countries in the European Union ("EU") and European Economic Area ("EEA"), the United Kingdom ("UK"), and Switzerland as the "**European Countries**."

2. Information We Collect and How We Collect It

a. Information You Provide Directly

When you use our Services, you may provide information directly to us.

Depending on the Service, this information may include:

- your first and last name;
- username or display name;
- age or date of birth;
- email address;
- account credentials;
- profile information;
- country or region;
- information you provide when participating in promotions, surveys, or contests; and
- other information you choose to provide to us.

Some Services may allow you to create a player profile visible to other players. That profile may include information such as:

- your profile image or avatar;
- game username;
- player ID;
- game achievements, rankings, statistics, or activity;
- country or region; and
- other information you choose to make available through the Service.

We may also assign identifiers to your account, installation, or gameplay activity.

b. Information Generated Through Your Use of the Services

When you use our Services, we may collect information about how you interact with them, including:

- games you play;
- gameplay sessions and session duration;
- progress, levels, achievements, rankings, and game state;
- game features you use;
- interactions with other players;
- purchases and use of Virtual Items;
- events or promotions you participate in;
- technical errors and performance information; and
- other gameplay or usage activity.

If a Service includes communications or community features, we may collect and process information you communicate or share, including:

- in-game chat;
- messages or invitations;

- forum or community posts;
- comments;
- profile content;
- uploaded images or other materials; and
- other user-generated content.

We may access, review, record, or store this information where reasonably necessary to operate the Services, enforce our Terms of Service and community standards, protect players and Warp 36, investigate abuse or fraud, improve the Services, perform analytics, and manage advertising.

c. Payment Information

Our games may offer purchases, subscriptions, Virtual Items, or other paid content.

Purchases made through the Apple App Store, Google Play, or Steam are processed by the applicable platform provider and are subject to that provider's terms and privacy policy.

Warp 36 generally does not receive your complete financial information, such as your full payment card number, from these platform providers. We may receive information relating to transactions, such as:

- the item purchased;
- transaction identifiers;
- purchase status;
- price or currency;
- country or approximate location;
- platform account or user identifiers; and
- other transaction-related information provided by the platform.

d. Customer Support

When you contact us for customer support, we may collect:

- your name;
- email address;
- game or account identifiers;
- device and platform information;
- information about your gameplay or account activity;
- information necessary to investigate the issue; and
- your communications with our support team.

We may retain support communications to provide assistance, resolve disputes, enforce our policies, improve our Services, and maintain appropriate business records.

e. Information From Third-Party Platforms and Services

When you access our Services through a third-party platform such as Apple, Google, or Steam, or connect a Service with another third-party service, we may receive information from that provider.

The information we receive depends on the relevant Service, platform, your settings, and the permissions you have granted.

This information may include:

- platform account or user identifiers;
- display name;
- profile information;
- email address, where permitted;
- country or approximate location;
- age or age range;
- friends or social connections, where supported and permitted;
- purchase information;
- platform entitlements;
- activity information; and
- other information made available by you or the third-party provider.

Third-party platforms independently determine how they collect and use information. You should review their privacy policies and account settings for more information.

f. Cookies, Device Information, and Automated Collection

We, our service providers, advertising partners, and analytics providers may use cookies, software development kits ("SDKs"), log files, pixels, device identifiers, advertising identifiers, and similar technologies.

These technologies may collect information such as:

- IP address;
- device type;
- hardware and software information;
- operating system and version;
- platform type;
- browser type and language;
- device or installation identifiers;
- advertising identifiers, where available and permitted;
- country or approximate geographic location;
- application performance and debugging information;
- referring pages or sources;

- gameplay activity;
- pages or screens viewed;
- features used;
- advertisements viewed or interacted with;
- session duration;
- game state; and
- dates and times of activity.

Where required by applicable law, we will request consent before using technologies for purposes that require consent.

You may also be able to control certain data collection through your device, platform, browser, or game settings.

g. Other Sources

We may receive information from other sources, including:

- analytics providers;
- advertising partners;
- fraud-prevention and security providers;
- platform providers;
- customer support providers;
- marketing partners; and
- other business partners.

We may combine this information with information collected directly through our Services.

3. How We Use Information

We use personal information for purposes that may include:

- providing and operating our Services;
- creating and maintaining game accounts;
- providing gameplay features and functionality;
- maintaining player progress and entitlements;
- processing and validating transactions;
- personalizing your experience;
- allowing players to interact with one another;
- providing customer support;
- communicating with you about our Services;
- providing service announcements and updates;
- sending marketing communications where permitted;
- delivering contextual or personalized advertising;

- measuring advertising effectiveness;
- conducting analytics and research;
- improving and developing our games and Services;
- diagnosing errors and technical problems;
- preventing fraud, cheating, abuse, and illegal activity;
- protecting the security and integrity of our Services;
- enforcing our Terms of Service and other policies;
- protecting the rights, property, and safety of Warp 36, our players, and others;
- administering promotions, surveys, contests, and events;
- complying with legal obligations;
- responding to lawful requests and legal process; and
- establishing, exercising, or defending legal claims.

Where applicable law requires a legal basis for processing, we process information based on one or more of the following:

- performance of our contract with you;
- our legitimate interests or those of a third party, where those interests are not overridden by your rights;
- compliance with our legal obligations;
- protection of vital interests;
- establishment, exercise, or defense of legal claims; or
- your consent.

4. How We Share Information

We may disclose personal information in the following circumstances.

a. Other Players

Certain information may be visible to other players where a Service contains multiplayer, social, leaderboard, guild, chat, community, profile, or similar features.

Depending on the Service, other players may be able to see information such as your:

- username;
- avatar;
- player profile;
- achievements;
- ranking;
- gameplay activity;
- guild or team membership; and
- communications or User Content that you choose to make visible to others.

b. Affiliates

We may share information with entities under common ownership or control with Warp 36 where necessary to operate the Services or for the purposes described in this Privacy Policy.

c. Advertising and Analytics Partners

Our Services may contain advertising, including contextual or personalized advertising.

Advertising providers, ad networks, attribution providers, and analytics partners may collect information directly from the Services or receive information from us, including:

- advertising or device identifiers;
- IP address;
- general device information;
- gameplay or session information;
- advertisement impressions and interactions;
- approximate location;
- identifiers associated with a game installation or account; and
- other information used for advertising measurement, attribution, fraud prevention, or personalization.

These parties may use cookies, SDKs, device identifiers, and similar technologies.

Where required by applicable law or platform requirements, we will obtain consent before using information for personalized advertising or similar purposes.

We do not provide information that directly identifies you, such as your name or email address, to third-party advertisers for their own direct marketing unless you have consented to that disclosure.

d. Safety, Security, and Legal Compliance

We may disclose information where we believe in good faith that disclosure is reasonably necessary to:

- comply with applicable law or regulation;
- respond to valid legal process or lawful requests from public authorities;
- investigate or prevent fraud, abuse, cheating, security incidents, or illegal activity;
- protect the safety of a player or another person;
- protect Warp 36's rights, property, or Services;
- enforce our agreements and policies; or
- establish, exercise, or defend legal claims.

e. Service Providers and Business Partners

We may share information with vendors and service providers that perform services for us, such as:

- hosting;
- cloud infrastructure;
- analytics;
- customer support;
- payment and transaction support;
- fraud prevention;
- security;
- marketing;
- advertising;
- attribution;
- communication tools; and
- game operations.

We may also share information with platform partners such as Apple, Google, and Valve/Steam as necessary to distribute, operate, support, or improve our Services.

f. Business Transactions

If Warp 36 is involved in or evaluates a merger, acquisition, financing, reorganization, bankruptcy, sale of a game or business, or sale of some or all of our assets, information may be disclosed or transferred as part of that transaction or evaluation.

g. With Your Consent

We may otherwise share information where you direct us to do so or give us consent.

5. Your Rights and Choices

Privacy rights vary depending on where you live.

Subject to applicable law, you may have rights to:

- request access to your personal information;
- request deletion of personal information;
- correct inaccurate personal information;
- obtain a portable copy of certain information;
- object to certain processing;
- request restriction of processing;
- withdraw consent where processing is based on consent;
- opt out of certain targeted or personalized advertising;
- opt out of the sale or sharing of personal information where applicable; and

- lodge a complaint with an applicable data protection authority.

To submit a privacy request, contact **privacy@warp36.com**.

We may need to verify your identity before completing certain requests. We may also retain information where permitted or required by law, including for legal, security, fraud-prevention, accounting, or dispute-resolution purposes.

Managing Platform and Device Information

You may be able to control information provided to us through Apple, Google, Steam, your device operating system, or other connected services by changing your account, privacy, advertising, or application permission settings with those providers.

Promotional Communications

You may unsubscribe from promotional email communications by using the unsubscribe mechanism provided in the applicable message.

Even if you opt out of marketing communications, we may still send you transactional, account, security, legal, or service-related communications.

Push Notifications

You may disable push notifications using the settings available on your device or, where available, within the applicable game.

Personalized Advertising

Depending on your location and device, you may be able to limit personalized advertising through:

- your device privacy or advertising settings;
- Apple tracking permissions;
- Google advertising settings;
- applicable consent-management tools within a game;
- browser settings; or
- legally recognized opt-out mechanisms.

Using these controls does not necessarily prevent you from seeing advertisements, but the advertisements may be less personalized.

6. California Privacy Rights

If you are a California resident and Warp 36 is subject to the California Consumer Privacy Act ("CCPA"), as amended, you may have rights including the right to:

- know the categories and specific pieces of personal information we collect;
- know the sources from which personal information is collected;
- know the purposes for which we use personal information;
- know the categories of third parties to whom information is disclosed;
- request deletion of personal information, subject to applicable exceptions;
- request correction of inaccurate personal information;
- opt out of the sale or sharing of personal information;
- limit certain uses and disclosures of sensitive personal information where applicable; and
- receive equal service and pricing without unlawful discrimination for exercising your privacy rights.

You may submit applicable requests to privacy@warp36.com.

Depending on our data practices and the requirements of applicable law, additional opt-out mechanisms may be made available through our Services or website.

Warp 36 does not knowingly sell personal information for money. Certain advertising or analytics activities may, however, constitute "sharing" or "selling" under broad definitions used by some U.S. state privacy laws. Where applicable, we will provide required choices and opt-out mechanisms.

7. Third-Party Services and Advertising

Our Services may contain links to, integrate with, or display content from third parties.

Those third parties operate independently from Warp 36 and may collect information under their own privacy policies.

We are not responsible for the privacy practices, security, or content of third-party services. We encourage you to review their privacy policies before providing personal information.

8. Children

Generally, our Services are not intended for children under 13 years of age, or under 16 years of age for children located in the European Countries (collectively, "**Children**").

Children are not permitted to use Services that are designated for users above those ages, and we do not knowingly collect personal information from Children through those Services.

Some Services may use an age-screening or age-gating mechanism.

If we offer a Service that permits use by Children, we will take measures appropriate to the Service and applicable law. These may include providing an experience that does not collect, use, or disclose personal information from Children except as permitted by law, or obtaining legally valid parental consent where required.

If we learn that we collected personal information from a Child in a manner not permitted by applicable law, we will take reasonable steps to delete the information.

9. International Data Transfers

Warp 36 is based in the United States, and our service providers and business partners may operate in the United States and other countries.

As a result, personal information may be transferred to, processed in, or stored in countries outside the country where you live.

Privacy and data-protection laws in those countries may differ from the laws in your jurisdiction.

Where required by applicable law, we use appropriate safeguards for international transfers of personal information. These may include contractual protections approved by relevant authorities, adequacy mechanisms, or other legally recognized transfer mechanisms.

For questions regarding international transfers, contact privacy@warp36.com.

10. Data Retention

We retain personal information only for as long as reasonably necessary for the purposes for which it was collected, including to:

- provide the Services;
- maintain your account;
- comply with legal obligations;
- resolve disputes;
- prevent fraud or abuse;
- maintain appropriate business and accounting records; and
- establish, exercise, or defend legal claims.

Retention periods may vary depending on the type of information and the applicable Service.

If you request account deletion, we will take reasonable steps to delete or de-identify associated personal information, subject to information that we are permitted or required to retain.

11. Security

We use reasonable administrative, technical, and organizational safeguards designed to protect personal information.

However, no electronic transmission, storage system, website, application, or online service can be guaranteed to be completely secure.

You are responsible for maintaining the security of any credentials associated with your account and for protecting access to devices or third-party platform accounts used to access our Services.

If you believe your Warp 36 account or information has been compromised, please contact **support@warp36.com**.

12. Changes to This Privacy Policy

We may update this Privacy Policy from time to time.

If we make material changes, we may notify you through our Services, on our website, by email, or through another reasonable method before or when the changes become effective, as required by applicable law.

We encourage you to periodically review this Privacy Policy.

13. Contact Us

If you have questions, comments, requests, or concerns regarding this Privacy Policy or our privacy practices, contact:

Warp 36, Inc.

Attn: Privacy Department
1600 Rio Grande Street
Austin, TX 78701
United States

Email: privacy@warp36.com

For general customer support:

support@warp36.com

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