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PRIVACY POLICY

Bamboo's Bazaar, LLC ("**Bamboo's Bazaar**", "**we**", "**us**", and similar pronouns) takes our obligations regarding your data and privacy seriously.

So that you can clearly understand what information we gather, how and where we obtain it, and what we do with it, this Privacy Policy is organized as follows:

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OUR WEBSITES, PRODUCTS, AND SERVICES

We refer to our websites, blogs, Discord, and online forums we operate or may at any time in the future operate as our “**Websites**”. The games, products, promotions, and services we offer, for example our video games and mobile video games, are referred to as our “**Services**”. Our Websites and Services may collect information from you, including your personal information, in the manner and means described below.

This Privacy Policy applies only to our Websites and Services that link to this Privacy Policy. If we change this Privacy Policy, your use, continued use, and access of our Websites and Services constitutes acceptance of such change.

BY USING ANY OF OUR WEBSITES AND SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE, PLEASE DO NOT USE OUR WEBSITES AND SERVICES.

DEFINING PERSONAL INFORMATION

Personal information is defined individually by governmental entities around the world. We consider personal information to be any data that can be used to identify you such as your name, email, address, identification numbers (such as social security number, employee number, and driver’s license number), your location data, online identifiers (such as your IP addresses, geographic location data and coordinates, and log-on IDs), and any information relating to your physical, physiological, genetic, mental, economic, cultural, or social identity. The personal information we collect is explained below, as well as why we collect it and what we use it for, and you have the right to request this information from us and to request that we remove it from our servers and systems.

If you would like us not to collect or use your personal information, or if you would like us to correct your personal information, please contact us at support@bamboosbazaar.com and we will endeavor to remove or correct this information as quickly as possible.

THE SAFETY OF CHILDREN ONLINE

We recognize the importance of protecting children’s privacy online, and we are committed to complying fully with the Children’s Online Privacy Protection Act (COPPA) in the United States and similar statutes and laws around the world. We encourage parents and guardians to discuss with their children what information should be released on the Internet, especially personal information.

Although countries may apply different minimum age guidelines when determining the age at which children can access online content, our Websites and Services are not intended for children under the age of 13 or the age of majority, whichever is less. Within the United States, we do not knowingly collect personally identifiable information from children under the age of 13. Outside of the United States, we do not knowingly collect personally identifiable information from anyone under the relevant age threshold applicable to the country or jurisdiction where a user may reside. In some geographical areas, our Websites or Services may not be accessible to anyone under the age of 18, regardless of whether a parent or guardian has provided consent

If you are under the age of 13, we request that you do not submit any personal information to us. If we later learn that we have inadvertently gathered personal information from a child under the age of 13, regardless of where that child resides, we will remove this information from our records as quickly as possible.

If you believe we might have any information from or about a child under 13, please contact us immediately at support@bamboosbazaar.com (or contact us at the physical address provided at the end of this Privacy Policy) and we will promptly take the necessary steps to remove all such information.

WHAT INFORMATION WE COLLECT, WHY, AND HOW WE USE IT

Depending on the manner use our Websites and Services (including the games and applications you access), we may collect a variety of information and data:

WEBSITES AND SERVICES. When you log into, access, or install our Websites or Services, we may request or you may provide your email address, username, password, security information, and information to help us in the event we need to contact you, such as your name and telephone number, forum name, third party ID (such as your Steam ID, Xbox Live ID, and PlayStation Network ID) billing information, payment account details, and the shipping address. We use this information to contact you to fulfill your requests, when we introduce new game features or products, to let you know if a problem has been discovered or corrected, and to provide you with news and information that you request from us. Generally, you may access our Websites without providing personal information, although you may be required to provide personal information to access our Services so that we can ensure that only authorized users are accessing these products.

Additionally, at your own discretion, and once you meet certain eligibility requirements, you may choose to post or upload additional facts and material about yourself and your profile, including a biography, birth date, a profile picture, your location, interests, or your occupation. Postings made on our forums are governed by our [Terms of Use](#) and this Privacy Policy. To learn more about how you can protect the information you share in our forums, please review the Section HOW YOU CAN HELP KEEP YOUR INFORMATION SECURE.

PURCHASES THROUGH THIRD-PARTY SERVICES AND DISTRIBUTORS. When you use third-party services to purchase our Services, for example, BackerKit, Kickstarter, Valve's Steam, Sony (PlayStation platforms and services), Microsoft (Xbox and Windows platforms and services), Google (Stadia platform and service), Epic (Epic Games platform and services) and similar distribution services, we may obtain your name, email address, online ID, country, state or province, language, date of birth, and other social information you provide to them. We may use this information to help verify your purchase, to notify you of recent updates and products, and to assist our customer support services, including identifying and resolving general issues and problems experienced by you and other Websites and Services users. When we receive this information, we will obtain, store, and remove it in accordance with this Privacy Policy and the laws of the United States and the European Union. We do not receive your credit card number or other financial information from these services.

PURCHASES DIRECTLY FROM US. In the event we provide you a means to purchase Services directly from us, we may collect your billing information, including your name, address, telephone number, payment card number, and payment account details. We will use this information only to verify your purchase, fulfill orders, notify you of recent updates and products you might enjoy, and to assist our customer support services, including identifying and resolving general issues and problems experienced by you and other users. When we receive this information, we will obtain, store, and remove it in accordance with this Privacy Policy. By purchasing directly from us, you are authorizing us to collect, store, and use this information in accordance with this Privacy Policy so that we can verify your purchase, provide you with refunds, and to identify purchasing trends on an aggregate basis.

INFORMATION YOU PROVIDE ONLINE. When you connect to our Websites and Services through a third party, we may collect information about you from these third parties, depending on the third party's terms of service and the privacy settings you have specified. For example, if you access our Services through Valve's Steam, Sony PlayStation's platforms and services, Microsoft's Xbox and Windows platforms and services), Google's Stadia platform and service, Epic Games platform and services, or other third-party platform or service, we may obtain certain personal information, for example, your full name, profile picture, user ID, login, email address, physical location, gender, birthday, groups and affiliations, and forum posts. We collect this information to identify where our users are coming from and how they found us. We also use this information to identify trends and interests, which helps us to build better products. If you do not want us collecting or using this information, you can often disable this feature through the settings on the third-party Websites and services you are using. If we have collected this information and you do not want us to use it or store it, please let us know and we will take steps to ensure it is removed from our servers.

CONNECTING TO OUR WEBSITES DIRECTLY. When you connect to our Websites directly from your Internet browser, we may collect your Internet IP address, type of browser, and the operating system you used. Our Websites use Google Analytics, a web analytics service provided by Google, Inc. Google Analytics uses "Cookies" (which are explained in more detail later in this Privacy Policy. We may also collect the date and time you accessed

our Websites and the pages you visited, along with the search terms you used to find us. We collect this information in aggregate to get a better idea of how our users are finding us and what search criteria they are using. By using our Websites and Services, you are authorizing us to collect, store, and use this information in accordance with this Privacy Policy.

CONNECTING TO US THROUGH YOUR MOBILE DEVICE. If you use our Websites and Services from a mobile phone or device, we may collect information from that device, including your device type, unique identifier, and other data you chose to provide or share in accordance with your wireless provider's terms of use. For example, a *push notification* from us may appear on your phone in the form of a pop-up message. We may also send *push notifications* and other information about our Services to your mobile device. You can manage your mobile device *push notifications* through your device settings and/or through other options your wireless device provider may provide. If you do not want us to send *you push notifications* or other information in this manner, you may disable them through the settings on your phone. By using our Websites and Services, you are authorizing us to collect, store, and use your mobile device information in accordance with this Privacy Policy. If we send you *push notifications* and you do not want to receive them, please let us know immediately and we will take steps to ensure your information is removed from our servers and *push notification* services.

INFORMATION YOU PROVIDE THROUGH FEEDBACK. Our Websites and Services may provide you the ability to submit feedback to us, including comments, suggestions, and bugs you discover in our Services. Feedback is subject to our Terms of Use. When you submit this information to us, we may collect your name or username and email address to follow up with you or thank you for your suggestion. By using our Websites and Services, you are authorizing us to collect, store, and use your feedback information in accordance with this Privacy Policy and the laws of the United States and the European Union. If we send you a follow up email or notify you in any other way, and you do not want to receive this notification, please let us know immediately by contacting us at support@bamboosbazaar.com and we will take steps to ensure it is removed from our servers and notification services.

USING AUTOMATED COLLECTION TOOLS. Our Websites and Services may employ server log files and automated data collection tools, including cookies, tags, and scripts (including Google Analytics and similar services). These tools may track and collect certain information your browser sends in response, including your IP address, browser type, entrance and exit pages, URLs, platform type, duration on a page, clickstream data, pages viewed, date and time, and other information. When you access our Websites and Services through websites and services that allow us to collect such information, we may collect and associate this information with you. We use this information to identify trends, troubleshoot our games and services, and to better understand who is using our products, which helps us to identify errors more efficiently and readily and to help us design new products and services. By using our Websites and Services, you are authorizing us to collect, store, and use this information in accordance with this Privacy Policy.

INFORMATION WE OBTAIN FOR SPECIFIC PURPOSES. Occasionally, we may request information from you on a product order form, through promotions and contests, and through other online transaction forms. These requests may ask you to provide contact information (such as your name and mailing or shipping address) and, in some cases, payment information (such as credit card number and credit card expiration date). We use this information to verify orders, and to make sure that the individuals participating in our contests and promotions are eligible. By using our Websites and Services, you are authorizing us to collect, store, and use this information in accordance with this Privacy Policy.

INFORMATION WE OBTAIN THROUGH SOCIAL MEDIA. Our Websites and Services may include social media functions and features, for example, a Facebook "Like" button or Twitter "Share" feature, or a link to Discord, Kickstarter, or Soundcloud, as examples. Through this functionality, we may collect your IP address, and the page you are visiting on our Websites or in our Services. In some cases, we may set a cookie (see definition of "cookies" below). These social media functions are often hosted by third parties, and in these cases, or in the case we provide a link to such services and functions, your interactions, and the privacy of the information you provide is subject to and governed by the privacy policy of the company providing it.

SURVEYS AND CONTESTS. When we conduct surveys or initiate contests, sweepstakes, or other programs, we may ask for your country, date of birth, telephone number, and other information to verify who you are and how to contact you. By entering our contests and surveys, you are authorizing us to collect, store, and use your mobile device information in accordance with this Privacy Policy.

GEOGRAPHIC AND TELEMETRY DATA. Websites and Services may employ tracking technologies, such as pixel tags, web beacons, and programming codes. These technologies may enable us and our partners to derive your physical location based on your IP address, which is used to verify and authenticate users and to identify abuse. By using our Websites and Services, you are authorizing us to collect, store, and use this information in accordance with this Privacy Policy.

TARGETED ADVERTISING AND AD SERVING TECHNOLOGIES. We do not use your personal information to send you targeted advertising, nor do we employ ad serving services or technology, however we reserve the right to do so, provided that such uses conform with this Privacy Policy and the laws of the United States and Europe regarding such matters.

DIRECT ADVERTISING. We will always ask for your consent before sending you direct advertising, for example if we want to send you an incentive offer by email. If for any reason you receive a direct advertisement from us and believe you did not consent to it, please contact us at support@bamboosbazaar.com we will ensure that your name and email address is removed from any future direct ad. You may also review the section below, YOUR RIGHT TO CONTROL OUR USE AND STORAGE OF THE INFORMATION, to better understand your rights and our duties regarding direct advertising.

OUR USE OF COOKIES AND SIMILAR TECHNOLOGY

A “cookie” is a small file that may be stored on your computer or mobile device for record-keeping purposes. Your web browser allows you to control and limit cookies on your computer. Cookies allow us to see what you may have purchased from our Site or through our Services. We collect information on our online games you have played, and we also track your play within an online game (including online games you may have purchased from a third-party website) and, if applicable, purchases that you may make within an online game. We may send you notifications based on information we learn from cookies, including notifications related to purchasing additional games or products from us, in accord with this Privacy Policy. Specifically, we may use cookies in the following ways:

- We may use **session cookies** to make it easier for you to navigate our Websites and certain online Services. A session ID cookie expires when you close your browser. If you disable session cookies, many of the services and products we offer will not operate correctly.
- In some cases, we use **persistent** cookies to enable us to track and target our Websites visitors’ interests and to enhance their overall experience. If you check “*remember me on this computer*” when logging on our Websites, we may set a persistent cookie to store your username and password so that you do not have to enter it more than once. A persistent cookie is removed when you uncheck the checkbox.
- We may use **tracking pixels** or **clear GIFs** to collect information about your use of our Websites and Services.
- We may also use **Analytics, Advertising, Anti-Cheat, and Anti-Fraud** technologies, and **Internet log files** to manage traffic on our Websites and in conjunction with our Services, to detect and solve technical problems, and to detect and prevent fraud. Analytics, Advertising, Anti-Cheat, and Anti-Fraud technologies may employ cookies to provide the data these technologies require. We currently do not respond to Do Not Track (DNT) signals. You may opt out of certain types of tracking on the web, including certain analytics and tailored advertising by changing the cookie settings in your browser or via our consent tools.

- The information collected from **Google Analytics cookies** is stored on Google Servers and can be accessed by us. Google may also transfer this information to third parties when required to do so by law, or when such third parties process the information on Google's behalf.

- Additionally, our **third-party business partners and affiliates** may employ cookies, although we have no control over this use or practice, nor do we have access or control over these cookies. [This privacy policy only covers the use of cookies by us](#) and does not cover the use of cookies by our advertisers or our third-party business partners and affiliates.

- Please note that you can disable cookies, limit the types of cookies you allow, or set your browser to alert you when cookies are being sent. Refer to your individual web browser settings if you need help in managing your cookie preferences. By limiting your cookies, your use of certain Websites and Services features may be limited or unavailable.

WITH WHOM DO WE SHARE YOUR INFORMATION AND WHY?

WE DO NOT SELL YOUR INFORMATION. Neither we nor our third-party business partners or affiliates or developers intend to sell, share, or rent information obtained from our Websites and Services, other than as discussed in this Privacy Policy.

MERGER OR ACQUISITION. While Bamboo's Bazaar does not sell, rent, or otherwise disclose personal information collected from and about its users to third parties, except as specifically stated in this Privacy Policy, in the event of a merger, acquisition, reorganization, bankruptcy, or other similar event, the customer information (including your personally identifiable information) we maintain may be transferred to our successors or assigns, if permitted by and done in accordance with applicable law.

SHARING YOUR INFORMATION WITH LAW ENFORCEMENT. We may release information concerning your use of our Websites and Services (including, but not limited to, public postings, registration information, network records, and geographic and tracking data) when we believe in good faith that such release is appropriate; to comply with the law (for example, pursuant to a statutory demand, subpoena, warrant, or court order); to protect against fraudulent, abusive, or unlawful use of our Websites and Services, and to protect our rights and property (including the rights and property of our third-party business partners and affiliates); to enforce any contract between you and us, including with our third-party business partners and affiliates; and if we reasonably believe that a situation involving danger of death or injury to any person requires disclosure.

SHARING YOUR INFORMATION WITH ADVERTISING PARTNERS. We may allow third-party partners to set technologies and other tracking tools to collect information regarding your use of our Websites and Services, including your IP address, mobile identifiers, the pages you have visited, your location, browser information, the activities you engaged in on our Websites or through our Services, and when you visited. We or our advertising partners may also combine and share such information in an aggregate form. These advertising partners may use this information (and similar information collected from other websites) for purposes of delivering targeted advertisements to you when you visit third-party websites within their networks. Since the information is collected in aggregate, the statistics are generated anonymously. These statistics help us in connection with marketing and demographic studies as we enhance our Websites. Bamboo's Bazaar does not link IP addresses to anything personally identifiable, which means that a user's session will be logged but the user remains anonymous to us. Bamboo's Bazaar can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our Terms of Use and this Privacy Policy or to protect our Services, Websites or a person or entity. If you prefer that we not share your personal information with third-party advertising partners, you may contact us at support@bamboosbazaar.com.

SHARING YOUR INFORMATION WITH OTHER THIRD PARTIES FOR EMAIL PURPOSES. We may share or use third party services for email processing such as MailChimp and SparkPost. When we do, we will ensure that these services comply with this Privacy Policy.

DATA RETENTION AND SECURITY

SECURITY. Bamboo's Bazaar has security measures in place to protect and prevent the loss, misuse, and alteration of the information under our control. Bamboo's Bazaar uses industry standard efforts to safeguard the confidentiality of your personal identifiable information such as firewalls and encryption. While "perfect security" does not exist on the Internet, we work hard to ensure your secure use of our services.

STORAGE. Your information is stored primarily in the United States. We take prudent security measures to protect you and the information we collect from unauthorized access, alteration, disclosure, and destruction. These measures include encrypting your information on our servers, keeping your sensitive information on a secured server behind a firewall, transmitting sensitive information (such as a credit card number) entered on our site or mobile application using secure socket layer technology (SSL), periodic reviews of our data collection practices and platforms, and physical security measures that guard against unauthorized access to systems where we store your information.

RETENTION. We will keep your information only for as long as reasonably necessary, including while your account is active and for so long as it may be required to fulfill our legal obligations. If you would like us to delete your account or request that we no longer use your information, please contact us at support@bamboosbazaar.com.

WHAT WE DO IN THE EVENT OF A DATA BREACH

In the event we suspect your data has been compromised, we will contact you within 72 hours of when we become aware of such an event. If you would like to verify that your information is secure, we will do our best to reply to such requests as soon as possible. Please contact us at support@bamboosbazaar.com.

HOW YOU CAN HELP KEEP YOUR INFORMATION SECURE

PASSWORDS. Please keep your passwords safe and secure. Do not disclose your password to any third parties or share it with any third parties and periodically change your password to help reduce the risk of unauthorized access to your account information. If you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf. If your password has been compromised for any reason, you should change it immediately. You may also contact us at support@bamboosbazaar.com for assistance.

USING OUR BLOGS, FORUMS, AND OTHER ONLINE FUNCTIONS. Be aware of who you are communicating with and what information you provide to others. Our Websites and Services may allow you to contribute to blogs, forums, boards, to receive and participate in newsfeeds, to provide others with status updates and postings made by us and other users, and to otherwise post, share, and contribute information publicly, whether through messages, invitations, chats, photos, wall posts, or other functions ("**Public Postings**"). Nothing requires you to disclose your identity to others through these public postings, and you should always keep in mind that these will be visible to anyone who has access to our Websites and Services. In certain instances, this same information may be visible through general Internet searches and other means of obtaining Internet information. For example, certain software tools and technology may allow non-affiliated third parties to copy, cut, and/or post your Public Postings to different locations (including to websites that are not owned or operated by us). This may result in the unauthorized use of your Public Posting information and your unwanted disclosure of this same information to third-party websites, for which we are not responsible, and in some cases, may subject you to liability for the disclosure, including, without limitation, for copyright infringement.

You should always exercise caution in all your Public Postings. We recommend that you do not provide or disclose any personal information when using our Websites and Services. If you choose to disclose your identity to third parties using any of our Websites and Services, you do so at your own risk. Neither we nor our third-party business partners, affiliates, or developers are responsible for the privacy or security of any information, personal or otherwise, when you choose to communicate or exchange such information using the functionality of the Websites and Services to post publicly.

LINKING TO OTHER SERVICES. Be cautious of linking to other services. Our Websites and Services may contain links to other sites, but we are not responsible for the privacy practices of such other sites and services, and we encourage our users to be aware that when they leave our Websites and Services through these links, they should always read and understand the privacy policies of those sites, especially those that collect personally identifiable information.

YOUR RIGHT TO CONTROL THE USE AND STORAGE OF YOUR INFORMATION

OPTING OUT. Our Websites and Services may provide you the opportunity to opt-out of receiving information and solicitations from us even if you did not do so at the start of our services or software. Additionally, and at any time, you have the option of removing your name and e-mail address from any e-mail list we maintain in order to discontinue any such future communications. To ensure removal from any such list, please follow the specific instructions within the specific Website or Service you are using. If such Website or Service does not provide you such an option, or you are unsuccessful or otherwise have questions, concerns, or problems, please feel free to contact us at support@bamboosbazaar.com.

CHANGING YOUR INFORMATION. You can request that any inaccuracies about your personal information be corrected. You can also ask about whether and why we have your personal information; how we obtained it; what we have done with it; to whom we communicated your personal information; where it has been stored, processed or transferred; how long we will retain it; and the safeguards in place to protect your personal information when transferred to third parties. You can also ask us not to collect or use your personal information for certain purposes. We will respond to your request without undue delay and within 30 days. Bamboo's Bazaar reserves the right to take reasonable steps to verify customer identity prior to granting access or processing changes or corrections.

If you would like to change your personal information or remove it from our records, you have any of the following choices to modify or delete such information from our database: (1) Log in with your password and modify/delete your profile; (2) Send a letter to Bamboo's Bazaar, LLC at the address listed at the bottom of this Policy; or (3) E-mail us at support@bamboosbazaar.com (if you reside in the European Economic Area, mark your email for attention by our Data Protection Officer).

REMOVING YOUR INFORMATION (RIGHT TO BE FORGOTTEN). You have the right to request we remove your personal information from our Services and servers. Contact us at support@bamboosbazaar.com and we will endeavor to comply with your request as soon as practical and within 30 days. Please note that if you are still using our Services we may require your consent to retain and use such information to continue providing you these Services.

CHANGES TO OUR PRIVACY POLICY

We may change this Privacy Policy from time to time. In such cases, we will post these changes on our Websites. All modifications to this Privacy Policy become effective on the day they are posted unless stated otherwise and supersede all previous privacy policies. We recommend that you review this Privacy Policy regularly and print out a copy for your records.

COMPLIANCE WITH PRIVACY LAWS AROUND THE WORLD

The laws regarding data and information privacy are changing, and we will do our best to comply with the laws and regulations around the world where we collect and use your information. We do our best to comply with all of the following laws and regulations:

- **US LAWS:**
 - The Federal Trade Commission Act (15 U.S.C. § 45), which regulates unfair or deceptive business practices and provides guidance on consumer privacy disclosures.
 - The Children's Online Privacy Protection Act (COPPA). Bamboo's Bazaar is committed to

complying fully with the United States Children's Online Privacy Protection Act, which regulates the online privacy of children under the age of 13.

- o The California Consumer Protection Action (CCPA) is a comprehensive data protection statute governing the personal information of California residents.
 - o The California Online Privacy Protection Act (CalOPPA) regulates commercial website operators that collect California residents' personal information.
 - o California Civil Code Section 1798.83 (Shine the Light) is a California law that requires businesses to provide customers with information regarding how their personal information is shared for marketing purposes.
 - o California Residents. If you are a resident of California and want additional information confirming how we share your personally identifiable information with third parties for their direct marketing purposes, you may contact us at support@bamboosbazaar.com.
- **OUTSIDE THE US:**
 - o The EU General Data Protection Regulations (GDPR), which among other requirements, requires prior user consent for certain data collection techniques (such as cookies), and the collection, storage, use, and removal of certain sensitive information.

DISPUTES AND ARBITRATION

RESOLVING DISPUTES. You agree that in the event of a dispute between you and Bamboo's Bazaar or Bamboo's Bazaar' affiliates, third-party developers, or partners, you will make a good faith attempt to resolve the dispute informally for at least sixty (60) days before initiating arbitration (as provided below). This informal, good faith negotiation will commence upon receipt of written notice from you, provided also that your notice includes your full name and address (as the complaining party); the nature and basis of your claim or dispute sufficiently detailed; and the specific relief you seek.

BINDING ARBITRATION. In the event our good faith dispute negotiations fail after the expiration of the 30-day period, as provided in the prior paragraph, you agree that any disputes or claims that you may have against us or our affiliates, third-party developers, or partners will be (except as stated below) finally and exclusively resolved by binding arbitration. Specifically, we each agree that all claims arising out of or relating to this Agreement (including its interpretation, formation, performance, and breach), the parties' relationship with each other and/or your use of the Product shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitrations Rules, as appropriate, excluding any rules or procedures governing or permitting class actions.

The above arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the interpretation, applicability, enforceability, and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com>. Your arbitration fees and your share of arbitrator compensation will be governed by the JAMS Comprehensive Arbitration Rules, but will not incorporate the JAMS Class Action Procedures, and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees.

Further, you understand and agree that regardless of the country or state in which you live, arbitration will take place in Travis County, Texas, and you and we agree to submit to the personal jurisdiction of any federal or state court in Travis County, Texas, to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

CLASS ACTION WAIVER. We each further agree that any arbitration related to this Agreement will be conducted in our individual capacities only and not as a class action or other representative action, and we each expressly waive our right to file a class action or seek relief on a class basis. This means you can only bring a claim against Bamboo's Bazaar or Bamboo's Bazaar's affiliates, representatives, employees, and directors in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

EXCEPTION. Notwithstanding our mutual decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Product under this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

CHANGES. Bamboo's Bazaar agrees to provide 60-days' notice of any changes to the arbitration provisions of this Agreement. Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

JURISDICTION AND APPLICABLE LAW. In connection with any dispute between us, whether in arbitration or otherwise shall be interpreted and bound by the State of Texas, United States of America, and United States federal law. We each irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Travis County, Texas USA to resolve any claims that are subject to exceptions to the arbitration agreement.

SEVERABILITY AND INTEGRATION. This Agreement and any supplemental terms, policies, rules and guidelines posted on this Website constitute the entire agreement between you and Bamboo's Bazaar and supersedes all previous written or oral agreements. If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

TERMINATION. We reserve the right to terminate your use of our Websites and Services if you violate these this Agreement, our Community Guidelines, our Privacy Policy, or any of our End User License Agreements (EULAs), or any rule or guideline posted on this Website or in our Services for any other reason in our sole discretion.

ALLEGED VIOLATIONS. To ensure that Bamboo's Bazaar provides a high-quality experience for you and other users of our Websites and Services, you agree that Bamboo's Bazaar and its affiliates, third-party developers and partners may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of this Website and Services. Bamboo's Bazaar does not intend to disclose the existence or occurrence of such an investigation unless required by law, but we reserve the right to terminate your account or your access to this Website and Services immediately, with or without notice to you, and without liability to you, if we believe that you have violated this Agreement, our Community Guidelines, or our Privacy Policy, or have furnished us with false or misleading information, or have otherwise interfered with use of this Website and/or our Services.

HOW TO CONTACT US

CONTACT US DIRECTLY. If you have questions about this Privacy Policy and our use of your personal information, please contact us at support@bamboosbazaar.com. For users who reside in the European Economic Area, you may contact our Data Protection Officer at support@bamboosbazaar.com. You can also contact us via postal mail

at:

Bamboo's Bazaar, LLC
Attention: Data Protection Officer
2883 Highway 71 E Del Valle, TX 78617-9998 Box Number 221

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