

***Tap Tap Comics Pty Ltd. – MARVEL CREATE YOUR OWN  
Privacy Policy  
December 4, 2017***

By accessing or using the MARVEL CREATE YOUR OWN interactive software application, the MARVEL CREATE YOUR OWN service, and/or any programs, web sites, applications, software, and/or platforms made available by, on, through, or in connection with the MARVEL CREATE YOUR OWN interactive software application and/or MARVEL CREATE YOUR OWN service (together, the “Service”), however accessed, you understand and agree that your and other users’ access to and use of the Service shall be consistent with the terms and conditions of this Privacy Policy and our Terms of Use (which can be found at <https://taptapcomics.com/terms.pdf> ). The Service is owned and controlled by Tap Tap Comics Pty Ltd. (“Tap Tap”), and is presented under license from Marvel Characters, B.V. and its parent companies, subsidiaries, and affiliates.

**A. Information We Collect**

**1. Information you provide us directly.** The Service will collect any and all information you enter in registering a user account with the Service, including but not limited to:

- Your username and password.
- Profile information that you provide (e.g., your name, age, date of birth, ZIP code, and email address).
- Information from your browser, including, but not limited to, your IP address, cookie information, and hardware & software attributes.
- Content (e.g., photos, comments, and other materials), including but not limited to User-Submitted Content (as “User-Submitted Content” is defined in the Service’s Terms of Use, accessible at <https://taptapcomics.com/terms.pdf>) that you submit, post, or otherwise use via the Service.
- Communications between you and Tap Tap. For example, we may send you service-related emails (e.g., user account verification, changes/updates to features of the Service, technical and security notices). Note that you may not opt out of service-related emails.

**2. Analytics information.** The Service may employ third-party analytics tools to help measure traffic and usage trends. These tools collect information sent by your device on our Service, including the web pages you visit, add-ons, and other information that assists in improving the Service. This analytics information is collected and used with analytics information from other users so that it cannot reasonably be used to identify any particular individual user.

**3. Cookies and similar technologies.** The Service may use cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use the Service and provide features to you. In addition, Tap Tap may ask advertisers or other partners to serve ads or services to your devices, which may use cookies or similar technologies placed by Tap Tap or the third party.

**4. Log file information.** Log file information is automatically reported by your browser each time you make a request to access (i.e., visit) a web page or app. It can also be provided when the content of the webpage or app is downloaded to your browser or device. When you use our Service, our servers may automatically record certain log file information, including your web request, Internet Protocol (“IP”) address, browser type, referring/exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. Similar information may also be collected from emails sent to our users which helps track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Service.

**5. Device identifiers.** When you access our Service, we may access, collect, monitor, store on your device, and/or remotely store one or more “device identifiers”. Device identifiers are small data files or similar data structures stored on or associated with your device, which uniquely identify your device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device’s operating system or other software, or data sent to the device by the Service. A device identifier may deliver information to us or to a third party partner about how you browse and use the Service and may help us or others provide reports or personalized content and ads. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

**6. Metadata.** Metadata is usually technical data that is typically associated with User-Submitted Content. For example, metadata can describe how, when and by whom a piece of User-Submitted Content was collected and how that content is formatted.

## **B. How We Use Your Information**

Any information collected may be used for the following general purposes:

- To customize users' experience while using the Service
- To fulfill requests for products and services provided by Tap Tap
- To improve service functionality
- To contact users
- To conduct relevant marketing research

In addition, information received may be used to:

- Help users efficiently access information
- Remember information so users will not have to re-enter it
- Provide personalized content and information, including online ads or other forms of marketing
- Provide, improve, test, and monitor the effectiveness of the Service
- Develop and test new products and features
- Monitor metrics such as total number of visitors, traffic, and demographic patterns
- Diagnose or fix technical problems
- Automatically update the Service

## **C. Sharing Of Your Information**

Tap Tap will not rent or sell your information to, or otherwise share your information with, third parties outside Tap Tap (or the groups of companies of which Tap Tap is included) without your consent, except as noted in this Privacy Policy.

### **1. Parties with whom we may share your information:**

- We may share User-Submitted Content and your information (including but not limited to, information from cookies, log files, device identifiers, location data, and usage data) with businesses that are legally part of the same groups of companies that the Tap Tap and its affiliates are part of, or that become part of such groups (“Tap Tap Affiliates”). The Tap Tap Affiliates may use this information to help provide, understand, and improve the Service (including by providing analytics) and the Tap Tap Affiliates’ own services (including by providing you with better and more relevant experiences).
- We also may share your information as well as information from tools like cookies, log files, and device identifiers and location data, with third-party organizations that help us provide the Service to you (“Service Providers”). Our Service Providers will be given access to your information as is reasonably necessary to provide the Service under reasonable confidentiality terms.
- We may also share certain information such as cookie data with third-party advertising partners. This information would allow third-party ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you.
- We may remove parts of data that can identify you and share anonymized data with other parties. We may also combine your information with other information in a way that it is no longer associated with you and share that aggregated information.

### **2. Parties with whom you may choose to share your User-Submitted Content:**

- Any User-Submitted Content that you voluntarily submit via the Service may become accessible to the public via the Service. Once you have submitted User-Submitted Content via the Service, that User-Submitted Content may be accessible and usable by others within the Service.
- If you remove User-Submitted Content that you submitted via the Service, copies may remain viewable in cached and archived pages of the Service, or if other users or third parties have copied, saved, or used that User-Submitted Content.

**D. What Happens in the Event of a Change of Control:**

If Tap Tap sells or otherwise transfers part or the whole of the Service or its assets to another organization (e.g., in the course of a transaction like a merger, acquisition, bankruptcy, dissolution, liquidation), your information submitted through the Service and/or User-Submitted Content may be among the items sold or transferred. The buyer or transferee will have to honor the commitments made in this Privacy Policy and our Terms of Use (which can be found at <https://taptapcomics.com/terms.pdf>).

**E. Responding to Legal Requests and Preventing Harm:**

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.

## **F. How We Store Your Information**

Your information collected through the Service may be stored and processed in the United States or any other country in which Tap Tap, the Tap Tap Affiliates, or their Service Providers maintain facilities.

Tap Tap, the Tap Tap Affiliates, or their Service Providers may transfer information that they collect, including personal information, across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

By accessing, using, and/or registering a user account with the Service, you consent to the transfer of information to the U.S. or to any other country in which Tap Tap, the Tap Tap Affiliates, or their Service Providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

We use commercially reasonable safeguards to help keep the information collected through the Service secure and take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your user account. However, Tap Tap cannot ensure the security of any information or content you submit via the Service, or guarantee that information or content submitted via the Service will not be accessed, disclosed, altered, or destroyed.

Please do your part to help us. You are responsible for maintaining the secrecy of your unique password and user account information, and for controlling access to emails between you and Tap Tap, at all times.

## **G. Modifying Your Personal Information**

You may update your user account at any time by logging in and changing your profile information or settings. If you have any further questions about reviewing or modifying your user account information or settings, please contact us directly at [support@taptapcomics.com](mailto:support@taptapcomics.com).

You can also permanently delete your user account. If you have any questions about termination or deactivation of your user account, please contact us directly at [support@taptapcomics.com](mailto:support@taptapcomics.com).

## **H. How Long We Keep Your User Content**

Following termination or deactivation of your user account, Tap Tap, the Tap Tap Affiliates, and/or their Service Providers, may retain information and/or content submitted via the Service (including, without limitation, profile information and/or User-Submitted Content) for a commercially reasonable time for backup, archival, and/or audit purposes. If you have any questions about termination or deactivation of your user account, please contact us directly at [support@taptapcomics.com](mailto:support@taptapcomics.com) .

## **I. Children’s Privacy**

We do not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to register for the Service. The Service is not directed at children under the age of 13. In the event that we learn that we have collected personal information from a child under age 13 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [support@taptapcomics.com](mailto:support@taptapcomics.com) .

## **J. Other Web Sites and Services**

Tap Tap is not responsible for practices employed by any web sites, applications, platforms, or services linked to or from the Service, including the information or content contained within them. Please remember that when you use a link to go from our Service to another web site, application, platform or service, our Privacy Policy does not apply to those third-party web sites, applications, platforms and services. Your browsing and interaction on any third-party web site, application, platform or service, including those that have a link in the Service, are subject to that third party’s own rules and policies. If you are using a third-party web site, application, platform or service, you do so at your own risk.

## **K. Changes To Our Privacy Policy**

Tap Tap may modify or update this Privacy Policy from time to time, so please review it periodically. We will provide additional forms of notice of modifications or updates if any significant changes are made to the policy by sending a notice to the email address you provide when registering, though we reserve the right to change, modify or update the policy without prior notice. Your continued use of the Service after any modification to this Privacy Policy will constitute your acceptance of such modification.