

SHABBA  
Privacy Policy of SHABBA LLC and shabbatrivia.com

**Last Updated: July 28, 2019**

Thank you for accessing the SHABBA mobile application ("App") and/or the SHABBA website located at [www.shabbatrivia.com](http://www.shabbatrivia.com) (the "Site"). The App and Site are owned, operated and made available by SHABBA LLC ("Company," "we," "our" or "us"). Capitalized terms not defined herein shall have the meaning set forth in the SHABBA Mobile Application End-User License Agreement and Website Terms and Conditions ("Terms").

This SHABBA Mobile Application and Website Privacy Policy ("Privacy Policy") covers our treatment of personal information and other information that we collect when Users access, utilize and otherwise interact with the SHABBA Offerings including, but not limited to, when Users: (a) access and/or use the Site; (b) download, attempt to download and/or use the App and associated Software, as made available for download on designated Mobile Devices by and through participating Download Venues; (c) otherwise affirmatively consent to this Privacy Policy and/or the Agreement; and/or (d) start any Games. The Site and App provide Users with: (i) access to certain text, images, and other content and information relating to the SHABBA Offerings (as defined below) (collectively, "Content"); (ii) the ability to register as Users of the App, which provides Users with access to the Games and certain other SHABBA Offerings; (iii) access to the referral program, that will enable Users to receive certain referral bonuses ("Referral Program"); and (iv) access to links to the SHABBA social media pages/accounts appearing on third-party social media websites (collectively, "Social Media Pages"), such as Facebook®, Instagram® and Twitter® (collectively, "Social Media Websites," and together with the Site, App, Software, Games, Content, and Referral Program, the SHABBA Offerings"). IF YOU DO NOT AGREE TO THIS PRIVACY POLICY IN ITS ENTIRETY, YOU MAY NOT ACCESS, DOWNLOAD OR OTHERWISE USE THE SHABBA OFFERINGS, AS APPLICABLE. *Apple® is a registered trademarks of Apple, Inc. ("Apple"). Facebook® and Instagram® are registered trademarks of Facebook, Inc. ("Facebook"). Square® and Cash App® are registered trademarks of Square, Inc. ("Square"). Twitter® is a registered trademark of Twitter, Inc. ("Twitter"). Please be advised that the Company is not in any way affiliated with Apple, Facebook or Twitter, and the SHABBA Offerings are not endorsed, administered or sponsored by Apple, Facebook or Twitter.*

**Personally Identifiable Information Collected**

Company collects certain personally identifiable information from Users, as applicable, when Users register, or attempt to register, as Users, download the App and/or enter a Game. In order to utilize certain of the SHABBA Offerings (including the App), Users may be required to submit a registration Form with information.

The information that each User must supply on the applicable Form may include, without limitation: (a) the User's full name; (b) the User's user name and password; (c) the User's e-mail address; (d) the User's billing address; (e) the User's date of birth; (f) the User's telephone number; (g) the User's credit and/or debit card information (where that is the preferred Payment Method); (h) the User's Cash App account information (where that is the preferred Payment Method); (i) the User's Social Security Number; and/or (j) any other information requested by Company on the applicable Form.

We may also collect certain portions of your personal information when you otherwise agree to the terms of this Privacy Policy, but do not complete the applicable registration process in full.

**Use of Personally Identifiable Information**

Where you submit personal information, we use the personal information that you make available to personalize your experience with the App and Site, as well as to facilitate the delivery of the applicable SHABBA Offerings to you, including to respond to any inquiries made by you.

You also agree that we may contact you at any time with updates and/or any other information that we may deem appropriate for you to receive in connection with your continued use of the SHABBA Offerings, and to keep you informed of our other products and services.

We may also employ other companies and individuals to perform certain functions on our behalf. Examples include processing credit card transactions, sending direct and electronic mail, removing duplicate information from User lists, analyzing data and providing marketing analysis. The agents performing these limited functions on our behalf shall have access to our Users' personal information as needed to perform these functions for us, but we do not permit them to use User personal information for other purposes.

We will also use your personal information for customer service and/or to provide you with information that you may request. We may also use your personal information for internal business purposes, such as analyzing and managing our service offerings including, without limitation, the SHABBA Offerings. We may also combine the information we have gathered about you with information from other sources.

We reserve the right to release current or past personal information (including Sensitive Information): (A) in the event that we believe that the SHABBA Offerings are being or have been used in violation of the Agreement or to commit unlawful acts; (B) if the information is subpoenaed or requested pursuant to a court order or in connection with an ongoing law enforcement investigation; provided, however, that, where permitted by applicable law, we shall provide you with e-mail notice, and opportunity to challenge the applicable subpoena/request prior to disclosure of any personal information in connection with same; (C) to comply with a legal obligation including sharing your e-mail address with third-parties for suppression purposes in compliance with applicable law, including the CAN-SPAM Act of 2003, as amended from time to time; (D) to protect and defend the rights or property of the Company and/or its other Users; (E) to act in urgent circumstances to protect the personal safety of Users or the public; (F) to protect against potential legal liability; and/or (G) if we are sold, merge with a third-party, are acquired or are the subject of bankruptcy proceedings; provided, however, that if Company is involved in a bankruptcy proceeding, merger, acquisition or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on the Site of any change in ownership or uses of your personal information, as well as any choices that you may have regarding your personal information. Users should also be aware that courts of equity, such as U.S. Bankruptcy Courts, might have the authority under certain circumstances to permit personal information to be shared or transferred to third-parties without permission.

Without limiting the foregoing, and subject to the restrictions placed on our ability to disclose Sensitive Information, you hereby consent to the disclosure of any record or communication to any third-party when we, in our sole discretion, determine the disclosure to be appropriate.

### **Credit and/or Debit Card Transactions**

Company utilizes third-party service providers to provide credit and debit card payment processing services. If you choose to Add Funds in the SHABBA, the credit or debit card information provided is shared with our contracted third-party service provider(s).

### **Social Media Websites**

If you engage in any interaction with Company, other Users or any third-party on any Social Media Pages, you should be aware that: (a) the personal information that you submit by and through such Social Media Pages can be read, collected and/or used by other users of these websites/services (depending on the privacy settings associated with your accounts with the applicable Social Media Websites), and could be used to send you unsolicited messages or otherwise to contact you without your consent or desire; and (b) where Company responds to any interaction on such Social Media Pages, your account name/handle may be viewable by any and all members/users of Company's social media accounts.

You may also have the option of posting your SHABBA Offerings activities to Social Media Websites (for example, you may post a message and/or a Victory Video to a Social Media Website when you win a Prize in a Game). You acknowledge that if you choose to use such features on any participating Social Media Website, your friends, followers and subscribers on the applicable Social Media Website will be able to view such activity.

We are not responsible for the personal information that you choose to submit on any Social Media Websites. The Social Media Websites operate independently from Company, and we are not responsible for such Social Media Websites' interfaces or privacy or security practices. We encourage you to review the privacy policies and settings of the Social Media Websites with which you interact to help you understand those Social Media Websites' privacy practices. If you have questions about the security and privacy settings of any Social Media Websites that you use, please refer to their applicable privacy notices or policies.

### **Aggregate Data**

Company reserves the right to share your personal information with third-party advertisers and marketers on an aggregate, non-personally identifiable basis. Such information will include broad demographic categories about Users, their preferences, activities, locations and other information; provided, however, that such aggregate information will never be linked to any personally identifiable information.

### **Mobile Device Information**

We may collect certain non-personally identifiable information about you and your Mobile Device when you access the App and/or visit certain App pages. This non-personally identifiable information includes, without limitation, the following information pertaining to your Mobile Device and your use of the App: (a) Mobile Device platform type; (b) Mobile Device identifier; (c) SDK version; (d) API key (identifier for the App); (e) App version; (f) iOS Identifier for Advertising (if applicable); (g) iOS Identifier for Vendors (if applicable); (h) Media Access Control (MAC) address; (i) International Mobile Equipment Identity (IMEI); (j) the model type, manufacture and iOS version and/or Android version of the Mobile Device; (k) your App session start/stop time and date; and (l) the actions taken while utilizing the App. We use the non-personally identifiable information identified in this paragraph to improve the design and content of the SHABBA Offerings and to enable us to personalize your App experience. We also may use this information in the aggregate to analyze SHABBA Offerings usage, alter existing SHABBA Offerings and/or develop new or different SHABBA Offerings.

### **Cookies**

When a User visits the Site and/or activates the App, we may send one (1) or more cookies and/or gif files (collectively, "Cookies") to assign an anonymous, unique identifier to that User's computer and/or Mobile Device, as applicable. Cookies have many benefits to enhance your experience with the SHABBA Offerings. To find out more about Cookies, please visit

[www.cookiecentral.com](http://www.cookiecentral.com). We use Cookies to improve the quality of the SHABBA Offerings, including for storing User preferences, improving ad selection and tracking User trends (such as Site pages opened and App session length).

Most computers and Mobile Devices are initially set up to accept Cookies, but you can reset your Internet browser and/or Mobile Device to refuse all Cookies or to indicate when a Cookie is being sent. To disable and reject certain Cookies, follow the instructions associated with the Internet browser installed on your computer and/or Mobile Device, as applicable. Even in the case where a User rejects a Cookie, he/she may still use the SHABBA Offerings; provided, however, that the User's ability to utilize certain features of the SHABBA Offerings may be impaired. We reserve the right to retain Cookie data indefinitely.

## **Security**

We endeavor to safeguard and protect all User personal information. When Users make personal information available to us, their personal information is protected both online and offline (to the extent that we maintain any User personal information offline). Where our registration/application process prompts Users to enter Sensitive Information (such as credit card information), and when we store and transmit such Sensitive Information, that information is encrypted.

Access to your personal information is strictly limited, and we take reasonable measures to ensure that your personal information is not accessible to the public. All User personal information is restricted in our offices, as well as the offices of our third-party service providers. Only employees or third-party agents who need User personal information to perform a specific job are granted access to personal information. Our employees are dedicated to ensuring the security and privacy of all User personal information. Employees not adhering to our firm policies are subject to disciplinary action. The servers that we store personal information on are kept in a secure physical environment. We also have security measures in place to protect the loss, misuse and alteration of personal information under our control.

Please be advised, however, that while we take every reasonable precaution available to protect your data, no storage facility, technology, software, security protocols or data transmission over the Internet or via wireless networks can be guaranteed to be 100% secure. Hackers that circumvent our security measures may gain access to certain portions of your personal information, and technological bugs, errors and glitches may cause inadvertent disclosures of your personal information; provided, however, that any attempt to breach the security of the network, our servers, databases or other hardware or software may constitute a crime punishable by law. For the reasons mentioned above, we cannot warrant that your personal information will be absolutely secure. Any transmission of data at or through the Site, other SHABBA Offerings or otherwise via the Internet or wireless network, is done at your own risk.

In compliance with applicable federal and state laws, we shall notify you and any applicable regulatory agencies in the event that we learn of an information security breach with respect to your personal information. You will be notified via e-mail in the event of such a breach. Please be advised that notice may be delayed in order to address the needs of law enforcement, determine the scope of network damage, and to engage in remedial measures.

## **Our Commitment to Children's Privacy**

Company does not knowingly solicit or collect personal information from individuals under eighteen (18) years of age (or nineteen (19) years of age for residents of Alabama and Nebraska, or twenty-one (21) years of age for residents of Massachusetts).

Company encourages parents to spend time online with their children and to participate and monitor the interactive activities of their children. If you believe that your child or minor has submitted personal information to Company, then you may contact Company via e-mail at [shabbatrivia@gmail.com](mailto:shabbatrivia@gmail.com)

### **Deleting, Modifying and Updating Your Information**

You may delete your account and uninstall the App from your Mobile Device at any time. Please be advised that deleting your personal information may terminate your access to certain of the SHABBA Offerings, including the Games, and interfere with our ability to provide you with Prizes and/or money deposited in your Account. If you wish to continue using the full complement of SHABBA Offerings, and receive any all applicable Prizes and/or amounts in your Account, you may not be able to delete all of the personal information that we have on file for you.

Please be further advised that, after you delete your personal information, residual copies may take a period of time before they are deleted from our active servers and may remain in our backup systems. In addition, this deletion will not change or delete personal information which may have already been shared with third-parties, all as provided above in this Privacy Policy. You will need to contact the third-parties that contact you directly to change your preferences regarding their use of your personal information.

### **Changes to this Privacy Policy**

Company reserves the right to change or update this Privacy Policy at any time by posting a notice on the Site and/or in the App interface that we are changing our Privacy Policy. If the manner in which we use personal information changes, Company will notify Users by: (a) sending the modified policy to our Users via email; and/or (b) by any other reasonable means acceptable under applicable state and federal law. You will have a choice as to whether or not we use your personal information in this different manner and we will only use your personal information in this different manner where you opt-in to such use.

### **California Privacy Rights**

If you are a resident of the State of California and would like to learn how your "personal information" (as defined in the Shine the Light Law, Cal. Civ. Code § 1798.83) is shared with third-parties, what categories of personal information that we have shared with third-parties in the preceding year, as well as the names and addresses of those third-parties, please email us as at: [shabbatrivia@gmail.com](mailto:shabbatrivia@gmail.com) or send us mail to: SHABBA LLC, 420 Union St, Westfield, MA 01085.

Further, if you are a resident of the State of California and would like to opt-out from the disclosure of your personal information to any third-party for marketing purposes, please contact us at the previous email and/or address. Please be advised that where California State residents opt-out from permitting their personal information to be shared, such individuals may still receive selected offers directly from us, in accordance with applicable law.

### **Contact Us**

If you have any questions about this Privacy Policy, please e-mail us at: [shabbatrivia@gmail.com](mailto:shabbatrivia@gmail.com) or send us mail to: SHABBA LLC, 420 Union St, Westfield, MA 01085. Filing a Complaint with the Federal Trade Commission  
To file a complaint regarding our privacy practices, please [Click Here](#).