

# Triviography Privacy Notice

**Last Updated: April 16, 2020**

Triviography Inc. ("Triviography") values the privacy of our customers (collectively or individually, "Users") who use Triviography's application program interface, the mobile applications, Triviography website, and other websites, online services, or content (e.g., feeds and applications) owned or operated by Triviography (collectively, the "Triviography Services").

This Privacy Notice governs the Triviography Services, and details important information about the use and disclosure of User information collected through the Triviography Services. Triviography provides this Privacy Notice to help you make an informed decision about whether to use the Triviography Services.

This Privacy Notice is incorporated into and is subject to Triviography Terms of Use. Your use of the Triviography Services, including provision by you to Triviography of any personal information while using the Triviography Services, shall be deemed to be your consent to the collection and use of your personal information by Triviography, and applicable third parties, in accordance with this Privacy Notice and the Terms of Use and shall be deemed to be your acceptance of the terms and conditions of the Privacy Notice and the Terms of Use.

## IMPORTANT DISCLOSURES AND CONSENTS:

Triviography collects, maintains, uses, and displays your personal data and the geographic location of your mobile device (we call this location fix of your device "geo-location") to provide the Triviography Services. By using the Triviography Services, you have consented to the use of your device's location to provide Triviography's Services. An example of which is to allow us to verify that you have answered a question and are at the correct location. Please note that any personal information you disclose online becomes publicly available and can be read, collected, and used by others and could be used to send you unsolicited messages. Triviography is not responsible for the information that you choose to disclose publicly on or through the Triviography Services. Triviography permits third-parties to access certain limited information concerning your account information and geolocation activity as detailed below.

## THE INFORMATION TRIVIOGRAPHY COLLECTS:

"GEO-LOCATION INFORMATION": To provide the Triviography Services, we derive location information from your wireless carrier, certain third-party service providers, or directly from the mobile device that you used to register. This location tracking of your mobile device may occur even when the Triviography mobile applications are not actively open and running in the foreground, but your location is only being used to display on your device and is not being shared with other users.

"LOG FILE INFORMATION": When you use the Triviography Services, our servers automatically record certain information about your usage. These server logs may include information such as a mobile device identification number and device identifier, web requests, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, search terms, ratings, landing pages, pages viewed and the order of those pages, features used in the Triviography mobile applications, the amount of time spent on particular screens, the dates and times of your requests, and one or more cookies that may uniquely identify your browser.

#### THE WAY TRIVIOGRAPHY USES INFORMATION:

Triviography uses your Registration Information, Profile Information and Location Information to operate, maintain, and provide to you all of the features and functionality of the Triviography Services. To provide the basic functionality of the Triviography Services – your location is essential information used to verify that you are at the required location for a feature in Triviography. That location is stored on the Triviography servers when a capture verification occurs. At no time is your location being stored or transmitted for any other reason other than those essential for the Triviography Services.

WHEN TRIVIOGRAPHY DISCLOSES INFORMATION: Triviography discloses some personally identifiable, registration, profile, or location information to subsidiaries, affiliated companies, or other businesses or persons to: (a) provide certain features; (b) serve relevant advertisements in support of the Triviography Services; and (c) process such information on our behalf. For example, we may disclose information to wireless carrier partners for the purpose of revenue recognition, or we may disclose certain information in order to provide mapping, points-of-interest, local content, or navigation features. Triviography discloses aggregate, anonymous log file and usage information in reports to interested third parties to assist those parties in understanding the usage patterns and performance results of certain advertisements, content, services, promotions, or features. For example, we may provide aggregate-level reports to an advertising partner for the purpose of showing delivery and performance statistics of a specific advertising campaign. Triviography may release personally identifiable, registration, profile, or location information if required to do so by law, or if it believes that such action is necessary to comply with applicable laws or respond to a court order, subpoena, or search warrant. Triviography also reserves the right to disclose personally identifiable, registration, profile, or location information that Triviography believes is appropriate or necessary to: enforce our Terms of Use; take precautions against liability; protect Users from fraudulent, abusive, or unlawful uses; investigate and defend ourselves against any third-party claims or allegations; assist government enforcement agencies; protect the security or integrity of the Triviography Services; or protect the rights, property, or personal safety of Triviography, Users, or others.

#### YOUR CHOICES:

To protect your privacy and security, we take reasonable steps to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.

## OUR COMMITMENT TO DATA SECURITY:

Triviography uses commercially reasonable physical, managerial, and technical safeguards. We do not, however, ensure or warrant the security of any information that Triviography receives on your behalf to operate the Triviography Services or that you transmit to Triviography and you do so at your own risk. We also do not guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If Triviography learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. Triviography may post a notice on the Triviography Services if a security breach occurs.

## OUR COMMITMENT TO CHILDREN'S PRIVACY:

Protecting the privacy of young children is especially important. For that reason, Triviography does not knowingly collect or maintain personally identifiable information on the Triviography Services from persons under 13 years-of-age without parental consent. If Triviography learns that personally-identifiable information of persons less than 13-years-of-age has been collected on the Triviography Services without verifiable parental consent, then Triviography will take the appropriate steps to delete this information. If you are a parent or guardian and discover that your child under the age of 13 has obtained a Triviography Services account without your permission, then you must alert Triviography at [support@triviography.com](mailto:support@triviography.com) and request that Triviography delete that child's personal information from our systems, and failure to do so shall be deemed to be parental consent for the account, the Triviography Services and all information contained with such account.

## INTERNATIONAL VISITORS:

The Triviography Services are hosted in Canada. If you are using the Triviography Services from other regions with laws governing data collection and use that may differ from the laws of Alberta and the federal laws of Canada, then please note that you are transferring your personal data to Alberta and Canada and by providing your personal data you consent to that transfer and the laws of Alberta and the federal laws of Canada applicable therein shall exclusively apply.

## IN THE EVENT OF MERGER, SALE, OR BANKRUPTCY:

In the event that Triviography is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our users as part of such merger, acquisition, sale, or other change of control so that the Triviography Services can continue operations. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

## CHANGES AND UPDATES TO THIS PRIVACY NOTICE:

This Privacy Notice may be revised periodically without further notice to you and this will be reflected by the "last modified" notice at the top. Please revisit this page to stay aware of any changes. Your continued use of the Triviography Services constitutes your agreement to this Privacy Notice and the Terms of Use and any future revisions to them. If we change our privacy policies, then we will post those changes to this Privacy Notice, and other places we may deem appropriate.

## CONTACT INFORMATION:

If you have questions or concerns regarding this statement, you should first contact our Privacy Manager at [support@triviography.com](mailto:support@triviography.com).