

WELCOME TO OUR POLICIES

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Page Numbers

1
2-6
7
8
9-12

Document Name

Cover Page
Terms Of Service and Conditions
Player Warranty
Shipping & Returns
Privacy Policy

Switch Screen Contact Information:

Please contact us with any questions or comments about this Policy, your personal information, our use and disclosure practices, or your consent choices by email at

Deliveries and Return for Players
Maintenance for Monitors
Data Issues and Personal information
Out of Warranty Players and Monitors

logistics@switchscreen.co.uk
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+44 (0)1273 044384

TERMS OF SERVICE AND CONDITIONS

Terms of Service and Conditions

Terms govern your use of the Switch Screen website and paid services including your use and access to all related web sites, hardware products, Nuclear Pasta cloud services including but not limited to, displays, networks, software, mobile applications and other products and services provided by Switch Screen

Service. The Service is operated by Switch Screen Limited 'Switch Screen', Registered in England No: 15640753

These **Terms** apply to all personal users, business users, visitors, or any others who use and access the **Service** (collectively called **Users**).

Please review all of the **Terms** carefully. By using any of the **Service** provided or operated by Switch Screen, you signify that you have read, understood and agreed to be bound by these **Terms**, including all Switch Screen policies referenced, that apply to your use of the **Service**. If you are agreeing to these **Terms** for use by an organisation or company, you are agreeing to these terms on behalf of that organisation which shall apply to both you and your organisation. Your use of the **Service** is subject to the following terms and all applicable laws. By accessing the **Service**, you accept, without limitation or qualification, these **Terms**. If you do not agree with any of the **Terms**, please do not use the **Service**. You are responsible to ensure that your access to the **Service** and material available on or through it are legal in each jurisdiction in or through which you access or view the site or such material.

You may access and use the **Service** under the terms and conditions of these **Terms**. Switch Screen provides hardware and software as a service, allowing you to run images and other audio-visual content exclusively through Switch Screen Players and third party monitors.

Content for display on Switch Screen Players. You may access and use the **Service** under the terms and conditions of these **Terms**.

Switch Screen Players include Nuclear Pasta software and may be subject to additional terms and conditions.

Switch Screen and its third party partners attempt to be as accurate as possible in describing all products available for sale. However, Switch Screen does not warrant that product descriptions or other content of this website are accurate, complete, current or error-free at the **User** time of viewing. Prices and availability information provided on this **Service** is subject to change without notice unless you are already under contract.

This website and its content are not to be construed as an offer to sell any product or service.

Eligibility You must be at least eighteen (18) years of age to use the **Service**. By agreeing to these **Terms**, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; (ii) that you have not previously been suspended or removed from the **Service**; and (iii) that your registration and your use of the **Service** is in compliance with any and all applicable laws and regulations. If you are using the **Service** on behalf of an organisation or company, you represent and warrant that you have the authority to bind such organisation to these **Terms** and you agree to be bound by these Terms on behalf of such organisation.

Accounts and Registration. To access the features of the **Service**, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your e-mail address and other contact information). You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You may also be able to grant access to certain features within Switch Screen Services to other users in your organisation

Users. You are solely responsible for making sure that the information provided regarding all **Users** is accurate and kept up-to-date at all times. You also agree to take sole responsibility for maintaining the confidentiality of the account details for these users. If you have reason to believe that your account or a **User's** account is no longer secure, then you must immediately notify us at data@switchscreen.co.uk. You agree to accept responsibility for all activities that occur under your account or the **User's** account.

Payment. Switch Screen is a Paid Service via a **term contract**. If Switch Screen does not receive payment from your bank, you agree to pay all amounts due upon demand and Switch Screen may suspend your access to the **Service** until you have paid all outstanding amounts and re connection fees. You agree to reimburse any costs or expenses (including, but not limited to, reasonable legal fees) incurred by Switch Screen to collect any amounts that are not paid when due. You may upgrade or downgrade your use of a the Service or your account at any time after 12 months of your contract, unless otherwise agreed. All sales are final and Switch Screen will not refund any amounts paid, except as expressly provided in these **Terms**. You acknowledge that **Switch Screen** reserves the right to change its fees outside of contract customers at any time. You agree to provide and keep up to date complete and accurate banking billing, and contact information. If any credit card, billing or contact information provided by any **User** is false or fraudulent, we reserve the right to immediately terminate your access to the **Service**.

TERMS OF SERVICE 1/4

Content You retain all copyrights and any other proprietary rights that you may hold in the **Content** that is posted on or through the **Service**. When you transmit or upload **Content** to the **Service**, you allow us to provide you with the necessary security services, compression and storage regarding that **Content** and to improve your experience while protecting you and your **Content**.

Content may be personally identifiable. See further details in our Privacy Policy. You are solely responsible for your **Content** and the consequences of posting or publishing **Content**.

1. By posting and publishing **Content**, you affirm, represent, and warrant that you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and publish and to authorize Switch Screen and Users of the Service to use and distribute your **Content** as necessary;

2. Your **Content**, and any other user generated **content** and the use thereof as contemplated herein, does not and will not: infringe, violate, or misappropriate any third-party right, including but not limited to the rights of any persons represented in the content, and any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or slander, defame, or libel any third-party

You acknowledge that Switch Screen is only responsible for providing the means to display live video **content** and not the content itself. You acknowledge that Switch Screen is not responsible for the content of live streams and user broadcasts selected and or published by the **User**.

The object of the Switch Screen Players is to transmit and deliver images, videos, website pages or live streams to an individual or multiple monitors

You are responsible for all contributions and ensure that you have all rights to the **content** which are required to publish the content, in particular but not limited to copyrights and performance rights, as well as the rights of any persons represented in the **Content**. You indemnify Switch Screen and its partners against any and all claims raised related to your **Content** that you display via any Switch Screen Players

Digital Millennium Copyright Act.

DMCA Notification. Switch Screen complies with the provisions of the Digital Millennium Copyright Act applicable to internet service providers. If you have any complaints with respect to material posted on the **Service**, you may contact Switch Screen directly at data@switchscreen.co.uk. Any notice alleging that materials hosted by or distributed through the **Service** infringe intellectual property rights must include the following information:

An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright or other right being infringed. A description of the copyrighted work or other intellectual property that you claim has been infringed. A description of the material that you claim is infringing and where it is located on the **Service**. Your address, telephone number, and email address. A statement by you that you have a good faith belief that the use of the materials on the **Service** of which you are complaining is not authorised by the copyright owner, its agent, or the law; and a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or legally contracted and authorised to act on the copyright or intellectual property owner's behalf.

Repeat Infringers. Switch Screen will promptly terminate without notice the accounts of **Users** that are determined by Switch Screen to be **repeat infringers**. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content removed from the Service more than twice through their contract term.

Prohibited Conduct.

By using the service, you agree not to use the **Service** for any illegal purpose, or in violation of any local, national, or international law. No to violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property rights. To post, upload, or distribute any **Content** or other material that is unlawful, illegal, defamatory, libellous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate. Not to interfere with security-related features of the **Service**, including without limitation by disabling or circumventing features that prevent or limit use or copying of any Content, or reverse engineering or otherwise attempting to discover the source code of the software related to the Service or any part thereof except to the extent that such activity is expressly permitted by applicable law;

TERMS OF SERVICE 2/4

Prohibited Conduct continued.

By Using This Service You Agree Not To

Interfere with the operation of the **Service** or any **User's** enjoyment of the **Service**, including without limitation by uploading or otherwise disseminating viruses, adware, spyware, worms, trojans, injections or other malicious code. Making unsolicited offers or advertisements to other **Users** of the **Service**. Attempting to collect, personal information about **Users** or third parties without their consent. Interfering with or disrupting any networks, equipment, or servers connected to or used to provide the **Service**, or violating the regulations, policies, or procedures of such networks, equipment, or servers. To not perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the **Service** accounts of others without permission, or falsifying your age or date of birth. To sell or otherwise transfer the access granted herein or any **Materials** (as defined below) or any right or ability to view, access, or use any **Materials**; or attempt to do any of the foregoing in these Terms, or assist or permit any persons in engaging or attempting to engage in any of the activities described.

Third-Party Services and Linked Websites.

Switch Screen may provide tools through the **Service** that enable you to import and export information, including **Content**, to and from third party services, including through features that allow you to link your account on Switch Screen with an account to a third-party services such as external website pages, social media or other broadcast material accounts via our API (Application Programming Interface).

By using The Switch Screen API, you agree that Switch Screen may transfer and/or import such information and **Content** to and/or from the applicable third-party service. Such third-party services are not under our control and Switch Screen is not responsible for their provision of your information and **Content**. Your use of these integrated services represents your acceptance of the specific **Terms** of the relevant third-party applications. If the content delivered through the API contains links to a third-party website or advertisements then you understand and agree that Switch Screen is not responsible for their content.

Termination of Use:

Discontinuation and Modification of the **Service**. The use of **Service** is granted for a certain service period though your contract.

This agreement does not automatically renew at the end of each Service Period and on the end of each Service Period thereafter subject to terminations as provided for in these Terms.

If you violate any provision of these **Terms**, your permission to use the **Service** will terminate automatically with or without notice. Additionally, Switch Screen may, without notice, terminate your account on the **Service** or suspend or terminate your access to the **Service** at any time when, in their discretion, it believes it is necessary to do so for its provision of the **Service**. Switch Screen also reserves the right to modify the **Service** at any time without prior notice to you if deemed appropriate and without risk to the **Service**.

You may terminate your account at any time by contacting accounts@switchscreen.co.uk. If you terminate your account, you will remain obligated to pay all your outstanding fees for the term of your contract. Where you have Switch Screen Players connected to your account, access to your account and **service** may be terminated.

Accounts may be permanently removed due to prolonged non-payment.

Privacy Policy

Please read the Switch Screen Privacy Policy carefully for information relating to Switch Screens collection, use, storage and disclosure of your personal information.

The Switch Screen Privacy Policy is hereby incorporated by reference into, and made a part of, these **Terms**.

Additional Terms.

Your use of the **Service** is subject to any and all additional terms, policies, rules, or guidelines applicable to the **Service** or certain features of the **Service** that Switch Screen may post on or link to on the **Service** (the **Additional Terms**, such as end-user license agreements for any uploadable applications that Switch Screen may offer, or rules applicable to particular features or content on the Service).

All such **Additional Terms** are hereby incorporated by reference into, and made a part of, these Terms.

TERMS OF SERVICE 3/4

Changes to the Terms.

Switch Screen reserves the right, at its discretion, to change these **Terms** on a going-forward basis at any time. Please check these **Terms** periodically for changes. In the event that a change to these **Terms** materially modifies your rights or obligations, Switch Screen will make reasonable efforts to notify you of such changes. Switch Screen may provide notice through a pop-up or banner within the **Service**, by sending an email to any address you may have used to register for an account, or through other mechanisms. Additionally, if the changed **Terms** materially modify your rights or obligations, Switch Screen may require you to provide consent by accepting the changed **Terms**. If Switch Screen requires your acceptance of the changed **Terms**, then any changes are effective only after your acceptance. If you do not accept the changed **Terms**, Switch Screen may terminate your access to the use of the **Service** and end your contract.

All other changes are effective upon publication of the changed **Terms**. Disputes arising under these **Terms** will be resolved in accordance with the **Terms** in effect that the time the dispute arose.

Ownership; Proprietary Rights.

The **Service** is owned and operated by Switch Screen Ltd. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the **Service**

The Materials provided by Switch Screen are protected by all relevant intellectual property and proprietary rights and applicable laws. All **Materials** contained in the **Service** are the property of Switch Screen. Except as expressly authorised by Switch Screen, you may not make use of the **Materials**.

Indemnity.

You agree that you will be responsible for your use of the **Service**, and you agree to defend, indemnify, and hold harmless Switch Screen and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable legal fees and costs, arising out of or in any way connected with your access to, use of, or alleged use of the **Service**. Your violation of these **Terms** or any representation, warranty, or agreements referenced herein, or any applicable law or regulation. Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or any disputes or issues between you and any third party.

Switch Screen reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with Switch Screen defence of such claim.

Disclaimers

Terms shall be governed by the laws of England without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Switch Screen agree to submit to the personal and exclusive jurisdiction of the county Court located in Brighton, East Sussex, for the purpose of litigating all such disputes

General. These **Terms**, together with the Privacy Policy and any other agreements or contracts expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Switch Screen regarding your use of and access to the **Service**, and except as expressly permitted above may be amended only by a written agreement signed by authorised representatives of all parties to these **Terms**. You may not assign or transfer these **Terms** or your rights hereunder, in whole or in part, by operation of law or otherwise, without Switch Screens' prior written consent. Switch Screen may assign these **Terms** at any time without notice. The failure to require performance of any provision will not affect Switch Screens' right to require performance at any time thereafter, nor shall a waiver of any breach or default of these **Terms** or any provision of these **Terms** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Use of section headers in these **Terms** is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of these **Terms** is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these **Terms**, any provision that by its nature or express terms should survive will survive such termination or expiration.

TERMS OF SERVICE 4/4

Dispute Resolution and Arbitration

In the interest of resolving disputes between you and Switch Screen in the most expedient and cost-effective manner, you and Switch Screen agree that where all communication has broken down that any and all disputes arising in connection with these **Terms** shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The parties' agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these **Terms**, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these **Terms**.

Exceptions.

Notwithstanding both parties agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of the parties' right to bring an individual action in court, or pursue enforcement actions through applicable agencies where such actions are available. To seek injunctive relief in a court of law, or to file suit in a court of law to address intellectual property infringement claims

Arbitrator

Any arbitration between you and Switch Screen A party who intends to seek arbitration must first send a written notice of the dispute to the other, by a signature required service, be that mail or courier. Switch Screen Ltd Registered address for notice is: 89C Rayleigh Avenue, Leigh On Sea, Essex, SS9 5DL.

The Notice must describe the nature and basis of the claim or dispute; and set forth the specific relief sought.

Switch Screen agrees to use good faith efforts to resolve the claim directly, but if Switch Screen does not reach an agreement to do so within thirty (30) days after the Notice is received, you or Switch Screen may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Switch Screen shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

END

PLAYER WARRANTY

Switch Screen Players Have A Three (3) Year Warranty In The UK And Europe

Switch Screen Players are products designed and manufactured by Switch Screen

Switch Screen warrants the product hardware components ('Product') against defects in material and workmanship when used in accordance with The Company's documentation ('Documentation') for a period of three (3) YEAR after the date of original purchase

('Warranty Period') from the Company or the Company's authorised reseller. If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, the Company will exchange the product with a new player.

When a product or part is exchanged, the replaced item becomes company's property.

At this time we only cover warranty for purchases made within the UK and Europe. We currently cover other international areas by separate agreement.

Exclusions And Limitations

The Company will have no warranty obligation with respect to the following circumstances

Products whose serial number has been defaced or removed, or Products that have been subject to any modifications, alterations, repair, forced entry, damaged security strips or servicing by any party other than The Company or The Company's authorized representatives.

Products that have been used not in accordance with the applicable Documentation, including but not limited to abuse, negligence, neglect, accidents, abuse, misuse or cleaning fluid

Any breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or any Acts of God, including fire, flood, tornado, earthquake, hurricane, excessive snow, lightning, riot, insurrection, act of war or other disaster.

Obtaining Warranty Service From Switch Screen

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact our representatives at support@switchscreen.co.uk

END

SHIPPING & RETURNS

Where We Ship To

Switch Screen provides UK & European shipping through Royal Mail, DPD and Fed Ex. For delivery outside of these areas please contact us directly.

Tracking Your Package.

We send your items using a parcel delivery service. You will receive one or more tracking numbers on the confirmation e-mail we send you when your order is shipped. This tracking number can be used to check the status of your package on our shipping carriers' website or app.

Order Not Received.

If you do not receive your order within 5 working days from the date of delivery, please contact us at logistics@switchscreen.co.uk

How To Return A Product

To return a player to Switch Screen, please email us at logistics@switchscreen.co.uk to register your return. Please include your original contact number and the players serial number in the email and ensure that the item is returned to us within 7 working days / seven working days by a signed delivery service. Upon receiving your tracking number we will despatch a replacement machine. Please ensure you pack the power leads with the player

Replacing Items Out Of Warranty

If you're on a RETAIL contract then your player will automatically be replaced after 3 years to the latest model. For solutions on out of warranty items, please contact us on +44 (0)1273 044384. please have to hand your contact as well as the details of the issue you are experiencing. Please note that you are responsible for return shipping costs.

END

PRIVACY POLICY 1/4

Hello, and thank you for your interest in Switch Screen and our website at switchscreen.co.uk **The Site**, as well as all related websites, networks, hardware, software and cloud service or other content or on any location which a link to this privacy policy **Policy** is displayed collectively, the **Service** is operated by Switch Screen Limited Registered in England No:15640753

This Policy describes the information that we gather from you on the **Service**, how we use and disclose such information, and the steps we take to protect such information. By using the **Service**, you consent to the privacy practices described in this **Policy**. This **Policy** applies to all users, visitors, or others who use and access the **Service** known as **You** or **Users**. This **Policy** is incorporated into and is subject to the Switch Screen **Terms of Service**. Capitalized terms used but not defined in this **Policy** have the meaning given to them in the Switch Screen **Terms of Service**.

The information we collect on the **Service**:

Information you provide to us. When you use the **Service**, you may provide and we may collect what is generally called "personally identifiable" information, or "personal information," which is information that specifically identifies an individual. Examples of personal information include name, email address, mailing address, mobile phone number, and credit card or other billing and shipping information.

Personal information also includes other information, such as date of birth, geographic area, or preferences, when any such information is linked to information that identifies a specific individual.

You may provide us with personal information in various ways on the **Service**.

For example, you provide us with personal information when you register for an account, create or modify your profile and online account, use the **Service**, post **Content**, pay for your contract or products, request customer support, communicate with us via third-party social media sites, interact with other **Users** of the **Service** through communication or messaging features, or send us service-related requests.

Information we collect when you use the Services,

Content. Certain high level **Users** that you designate can upload or permit Switch Screen to obtain **Users' Content** from third party websites and other sources via our API, edit, display, email and otherwise share such **User's Content** with other **Users** or other persons or entities authorised by **Users** through the **Service**. By doing so, **Users** create a record of their **Content** and such **Users** are identified as the creator of such **Content**. If you remove **Content** from the **Service**, copies may remain in archived sections on the **Service** for a short period of time. Any data that contains information regarding the **Content** itself for example exif data is also collected and stored.

**Information collected by Cookies and Other Tracking Technologies,
Cookies Information**

When you use the **Service**, we may send one or more cookies – small text files containing a string of alphanumeric characters – to your device. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the **Service**. Please review your web browser "Help" file to learn the proper way to modify your cookie settings. Please note that if you delete, or choose not to accept, cookies from the **Service**, you may not be able to utilise the features of the **Service** to their fullest potential.

Information we Automatically Collect or is Automatically Collected

When you use the **Service**, we may automatically record certain information from your device by using various types of technology, including "clear gifs", "web beacons" and/or third-party tools. This "automatically collected" information may include your IP address or other device address or ID, web browser and/or device type, the web pages or sites that you visit just before or just after you use the **Service**, the pages or other content you view or otherwise interact with on the **Service**, and the dates and times that you visit, access, or use the **Service**.

We also may use these technologies to collect information regarding your interaction with email messages, such as whether you opened, clicked on, or forwarded a message. This information is gathered from all **Users**.

Integrated Services.

You will be given the option to integrate **Content** from third party services, such as Facebook, Instagram and X with our **Service**. You may provide your user name and passwords for certain services provided by third parties (e.g., use of your Facebook credentials through Facebook Connect), or otherwise have the option to authorise an **Integrated Service** to provide personal information or other information to us.

By authorising us to connect with an **Integrated Service**, you authorise us to access your **Content**, name, email address(es), profile picture URL, **Content** and Content URLs, and other information that the **Integrated Service** makes available to us, and to use and disclose it in accordance with this **Policy**. You should check your privacy settings on each **Integrated Service** to understand and change the information sent to us through each **Integrated Service**. Please review each **Integrated Service's** terms of use and privacy policies carefully before using their services and connecting to our **Service**.

PRIVACY POLICY 2/4

Information from Other Sources.

We may obtain information, including personal information, from third parties and sources other than the **Service**, such as our partners, advertisers, and **Integrated Services**. If we combine or associate information from other sources with personal information that we collect through the **Service**, we will treat the combined information as personal information in accordance with this **Policy**.

How we use the information we collect:

We use information we collect on the **Service** in a variety of ways in providing the **Service** and operating our business, including the following:

We use the information that we collect on the **Service** to operate, maintain, enhance and provide all features of the **Service**, to provide services and information that you request, to respond to comments and questions and otherwise to provide support to **Users**, and to process and deliver entries and rewards in connection with promotions that may be offered from time to time on the **Service**.

We use the information that we collect on the **Service** to understand and analyse the usage trends and preferences of our **Users**, to improve the **Service**, and to develop new products, services, feature, and functionality.

We may use your email address or other information we collect on the **Service** to contact you for administrative purposes such as customer service, to address intellectual property infringement, privacy violations or defamation issues related to your **User Content** posted on the **Service**; or to send communications, including updates on promotions and events, relating to products and services offered by us .

We may use "cookies" information and "automatically collected" information we collect on the **Service** to: personalise our Services, such as remembering your information so that you will not have to re-enter it during your visit or the next time you visit the **Service**; To provide you customised advertisements, content, and information. To monitor and analyse the effectiveness of **Service** and our service levels. To monitor image upload and delivery speeds and usage data or other activities on the **Service**.

We may use your information as may be described in a notice to you at the time the information is collected, or in any other manner to which you consent. We may use your information to investigate and prevent fraudulent transactions, unauthorised access to the Switch Screen **Services**, and any other illegal or fraudulent activities.

How we process the information collected:

By accessing or using the **Services** or otherwise providing information to us, you consent to the processing and transfer of information in and to the UK and other countries, which may have different privacy laws from your country of residence.

When we disclose information:

Except as described in this **Policy**, we will not disclose your information that we collect on the **Service** to third parties without your consent. However, we may be required to disclose information to third parties in the following circumstances: We may share your information with third-party vendors, consultants and other service providers who are working on our behalf and require access to your information to carry out that work, such as to ship products that you have purchased from us etc. These service providers are authorised to use your personal information only as necessary to provide services to Switch Screen.

We work with third party service providers to provide additional non technical services for us. These third parties may have access to or process your information as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to use reasonable security measures to maintain the confidentiality of such information.

We may disclose your information if required to do so by law or in the good-faith belief that such action is necessary to comply with copyright law. In response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

We also reserve the right to disclose your information that we believe, in good faith, is appropriate or necessary to take precautions against liability, to protect ourselves or others from fraudulent, abusive, or unlawful uses or activity, to investigate and defend ourselves against any third-party claims or allegations, to protect the security or integrity of the **Service** and any facilities or equipment used to make the **Service** available, or to protect our property or other legal rights (including, but not limited to, enforcement of our contracts, agreements and brand as well as the rights, property, or safety of others.

Information about our Users, including personal information, may be disclosed and otherwise transferred to an acquirer, or successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets. We also may disclose your information as may be described in a notice to you at the time the information is collected, or in any other manner to which you consent.

PRIVACY POLICY 3/4

Your Choices:

You may, of course, decline to share certain personal information with us, in which case we may not be able to provide to you some of the features and functionality of the **Service**.

Account Information and Retention.

If you wish to access or amend any other personal information we hold about you or on the **Service**, or to request that we delete any information about you, or if you wish to deactivate your account, you may contact us at support@switchscreen.co.uk. Please note that while any changes you make will be reflected in active user databases instantly or within a reasonable period of time, we may retain some information you submit for satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

Upon request, Nixplay will provide you with details regarding your personal information that we hold, process and are aware of. To request this information, contact us at mydata@switchscreen.co.uk

Promotional and Newsletter Communications.

If you receive a commercial email from us, you may unsubscribe at any time by following the instructions contained within the email. You may also opt-out from receiving commercial email from us, and any other promotional communications that we may send to you from time to time, by clicking the opt out link at the bottom of the email, however you will continue to receive administrative messages from us regarding the **Service**.

Cookies.

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies or to prompt you before accepting such a cookie. Please note that, if you choose to remove or reject browser cookies, this could affect the availability or functionality of the Switch Screen **Service**.

User Content.

all user Content posted on Switch Screen is the responsibility of its **Users**. All **Users** assume responsibility for all **Content** published or shared through Switch Screen and declares that they has the right to communicate or broadcast such **Content** and that they has obtained all necessary permissions to do so and that neither such **Content** nor its use in connection with **Service** violate, infringe or misappropriate any third party rights, including intellectual property rights or rights of privacy or publicity. Switch Screen does not guarantee the accuracy, integrity or quality of any **Content** and is not liable for the **Content** as further described in the Switch Screen Terms and Conditions.

Third-Party Services:

The **Service** may allow you contain features or links to websites and services provided by third parties. Any information you provide on third-party sites or services is provided directly to the operators of such services and is subject to those operators' policies, if any, governing privacy and security, even if accessed through the **Service**. We are not responsible for the content or privacy and security practices and policies of third-party sites or services to which links or access are provided through the Service. We encourage you to learn about third parties' privacy and security policies before providing them with information

Testimonials and Reviews:

The Review system on the **Services** is run through a third-party partner. The personally identifiable information you provide with your use of the Review system will be used by us and the third-party partner for the purpose of provision of the Services, sending applicable emails and recommendations, operation analysis and improvement of the **Service**.

Children's Privacy:

Protecting the privacy of young children is especially important. Our Service is not directed to children under the age of 18, and we do not knowingly collect personal information from children under the age of 18. If you are under 18 years of age, then please do not use or access the Service at any time or in any manner. If we learn that personally identifiable information has been collected on the Service from persons under 18 years of age and without verifiable parental consent, then we will take the appropriate steps to delete this information. If you are a parent or guardian and discover that your child under 18 years of age has obtained an account on the Service, then you may alert us at mydata@switchscreen.co.uk and request that we delete that child's personally identifiable information from our systems.

PRIVACY POLICY 4/4

Data Security

While no service is completely secure, we use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of your personally identifiable information.

For example, we encrypt your **Content** when it is transmitted through our own VPN in a secure **4096 bit encryption**.

In addition, sensitive information such as credit card number and password that we request from you on the Switch Screen is protected with **2056 bit encryption**, such as Secured Socket Layer (SSL) protocol, during transmission over the Internet.

The servers on which personal information is stored are kept in a controlled environment with limited access. We keep such personal information encrypted as well. We cannot, however, ensure or warrant the security of any information or **Content** you transmit to us or store on the **Service**, and you do so at your own risk.

We also cannot guarantee that such information or **Content** may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. You may access your account information and our service only through the use of an individual user ID and password. To protect the confidentiality of personal information, you must keep your password confidential and not disclose it to any other person. Please advise us immediately if you believe your password has been misused. In addition, always logout and close your browser when you finish your session.

Please note that we will never ask you to disclose your password in an unsolicited phone call or email.

If we learn of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. We may post a notice through the **Service** if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. If you have any questions about the security of your personal information, please reach out to us at mydata@switchscreen.co.uk

Privacy Settings:

Although we may allow you to adjust your privacy settings to limit access to certain personal information, please be aware that no security measures are perfect or impenetrable. We are not responsible for circumvention of any privacy settings or security measures on the **Service**. Additionally, we cannot control the actions of other users with whom you may choose to share your information. Further, even after information posted on the **Service** is removed, caching and archiving services may have saved that information, and other users or third parties may have copied or stored the information available on the **Service**.

International Visitors And Users:

The Service is hosted in the UK and is intended for visitors located within the UK, Europe and Worldwide. If you choose to use the Service from the European Union or other regions of the world with laws governing data collection and use that may differ from UK law, then please note that you are transferring your personal information outside of those regions to the UK for storage and processing.

Where a user outside of the UK and Europe requests to run SwitchScreen, we have ability to supply the Service directly in that country to abide by their data laws.

Changes and Updates to this Policy:

Please revisit this page periodically to stay aware of any changes to this **Policy**, which we may update from time to time. If we modify the **Policy**, we will make it available through the Service, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change.

For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the **Service** for the first time after such material changes are made. Your continued use of the **Service** after the revised **Policy** has become effective indicates that you have read, understood and agreed to the current version of the **Policy**.

If you disagree with any changes to this Privacy **Policy** and do not wish your information to be subject to the revised Privacy Policy, you will need to deactivate with us and stop using the Services.

Your use of any of the Switch Screen **Service** after the posting of such changes shall constitute your consent to such changes.

END