

Nitrode Privacy Policy

Last Updated: 2/02/2025

Welcome to Nitrode. Nitrode is an AI-assisted game development platform that empowers game creators with innovative tools and services. This Privacy Policy describes how we collect, use, disclose, and protect your personal data when you access or use our services, website, and related software (collectively, the “Services”). By using our Services, you agree to the collection and use of your data in accordance with this policy.

1. Information We Collect

1.1 Personal Data

We collect Personal Data that you voluntarily provide to us or that is collected automatically as part of your use of our Services, including:

- Account Details: Name, email address, username, and password.
- Billing Information: Payment information (e.g., credit card details, billing address) for processing transactions.
- Contact Information: Phone number, physical address, and any other information you choose to share with us for communication purposes.
- User-Generated Content: Game assets, code, project details, or any other content you submit, post, or upload within the platform.

1.2 Usage Data

We may automatically collect certain information when you use our Services:

- Log Files: IP address, browser type, operating system, referring URLs, and date/time stamps.
- Device Information: Device type, unique device identifiers, and network connection type.
- Analytics Information: Metrics about how you interact with our website, such as pages visited, link clicks, session duration, and navigation paths.

1.3 Cookies and Similar Technologies

We use cookies, beacons, and other similar tracking technologies to improve your user experience, tailor content, and analyze usage. You can control how cookies are used through your browser settings; however, disabling cookies may limit certain features of our Services.

2. How We Use Your Information

We use your information to:

1. **Provide and Improve Services:** Enable you to develop and deploy games using our AI-assisted tools, optimize platform performance, and customize your experience.
 2. **Account Management:** Create and manage your Nitrode account, process transactions, and communicate about updates, security alerts, and administrative matters.
 3. **Customer Support:** Respond to inquiries, troubleshoot issues, and offer assistance or technical support.
 4. **Analytics and Research:** Use aggregated or anonymized data to better understand our user base, improve our AI algorithms, and develop new features.
 5. **Marketing and Promotions:** Send newsletters, promotional materials, and other information that may be of interest to you (subject to opt-out preferences where applicable).
 6. **Legal Obligations:** Comply with applicable laws, regulations, or legal requests, such as responding to subpoenas or court orders.
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3. How We Share and Disclose Information

We may share or disclose your information in the following ways:

1. **Service Providers:** We engage trusted third-party providers to deliver functionalities like payment processing, hosting, analytics, customer support, and marketing. These providers are contractually obligated to protect your data in accordance with this Privacy Policy.
2. **Business Transactions:** In the event of a merger, acquisition, asset sale, or bankruptcy, we may transfer your information to the new owner or relevant party, provided they adhere to similar data protection practices.
3. **Legal Requirements:** We may disclose your information if required by law or if we have a good-faith belief that such disclosure is necessary to protect our rights, your safety, or the safety of others, investigate fraud, or respond to a government request.
4. **Consent:** We may share your information with your explicit consent or at your direction.

4. Data Retention

We keep your Personal Data for as long as reasonably necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. Once your data is no longer needed, we take steps to securely delete or anonymize it.

5. Your Rights and Choices

Depending on where you live, you may have certain rights regarding your Personal Data, which may include:

- Access: Request a copy of the Personal Data we hold about you.
- Rectification: Update or correct any inaccuracies in your Personal Data.
- Deletion: Request the deletion of your Personal Data under certain circumstances.
- Restriction: Ask us to stop using your data for specific purposes.
- Data Portability: Request a machine-readable copy of the Personal Data you have provided to us.
- Objection: Object to the processing of your Personal Data under certain conditions.

To exercise these rights, please contact us at the email provided below. We will verify your identity before processing requests and may decline requests in certain situations as permitted by law.

6. Security Measures

We take reasonable administrative, technical, and physical safeguards designed to protect your Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Although we strive to protect your information, no security measures are infallible, and we cannot guarantee absolute security.

7. International Data Transfers

Your information may be transferred to, stored, and processed in countries other than your own. We take steps to ensure that appropriate safeguards are in place to protect your data under

relevant data protection laws. By using our Services, you acknowledge and consent to these international data transfers.

8. Children's Privacy

Our Services are not intended for children under the age of 13, and we do not knowingly collect Personal Data from minors. If you believe we have inadvertently collected data from a minor, please contact us so we can promptly delete it.

9. Third-Party Links

Our website or platform may include links to third-party websites or services. We are not responsible for the privacy practices of those third parties, and we encourage you to review their privacy policies before providing any personal information.

10. Updates to This Privacy Policy

We reserve the right to modify this Privacy Policy at any time. When we make changes, we will revise the "Last Updated" date at the top of this policy. In the event of a significant change, we will notify you via email or prominent notice on our website. Your continued use of our Services following the posting of changes constitutes acceptance of those changes.

11. Contact Us

For any questions or concerns regarding this Privacy Policy or our data practices, please contact us at:

- Email: support@nitrode.com
 - Address: 592 South Van Ness Avenue
 - Phone: 607-379-1530
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Nitrode Terms of Service

Last Updated: 2/02/2025

Welcome to Nitrode . These Terms of Service (“Terms”) govern your access to and use of our website, software, AI-assisted game development tools, and any other products or services we provide (collectively, the “Services”). By creating an account, accessing, or using our Services, you agree to be bound by these Terms and our Privacy Policy (the “Privacy Policy”), which is incorporated herein by reference. If you do not agree to these Terms, you must not use our Services.

1. Eligibility

1.1 Minimum Age Requirement

You must be at least 13 years of age to use our Services. By using our Services, you represent and warrant that you meet this age requirement and that you are fully able and competent to enter into and comply with these Terms.

1.2 Legal Capacity

If you are using our Services on behalf of a business entity or organization, you represent and warrant that you have the authority to bind that entity or organization to these Terms. In such cases, “you” and “your” refer to both the business entity or organization and the individual user.

2. Account Registration and Security

2.1 Account Creation

To use certain features of our Services, you may be required to register for an account. You agree to provide accurate, current, and complete information during registration and to keep this information updated.

2.2 Account Credentials

You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account.

2.3 Account Usage

You may not share your account credentials with others or use another user’s account without

their explicit permission. We reserve the right to suspend or terminate your account if we believe any registration information is false, misleading, or violates these Terms.

3. Description of Services

3.1 AI-Assisted Game Development

Nitrode provides AI-assisted tools and services to help developers build, test, and publish games efficiently. Features may include, but are not limited to, AI-driven graphics generation, code suggestions, level design, analytics, and collaborative workflows.

3.2 Modifications to Services

We reserve the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice. We will not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

4. User Content and Intellectual Property

4.1 User Content

You may create, upload, or transmit content (including but not limited to text, images, code, designs, and other materials) through our Services (“User Content”). You retain all intellectual property rights in and to your User Content, subject to the licenses granted below.

4.2 License to Nitrode

By uploading or submitting User Content, you grant Nitrode a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, modify, publicly display, publicly perform, reproduce, and distribute your User Content solely for the purpose of operating and improving our Services. Products sold on such games will grant Nitrode a commission of 75%. This license ends when you delete your User Content or your account, except to the extent your User Content has been shared with others or incorporated into our Services in a manner that cannot be easily removed.

4.3 Compliance with Laws

You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to grant the above license for any User Content you submit. You further agree not to post or transmit any content that infringes or violates the rights of any third party or violates any applicable law.

4.4 AI Training

Where applicable and subject to your explicit consent, you authorize us to use de-identified or aggregated aspects of your User Content to train and improve our AI models. Such data will not be used in a way that personally identifies you or discloses confidential aspects of your projects unless otherwise agreed upon.

5. Payments and Subscriptions

5.1 Pricing

Some features of our Services may require a subscription or one-time payment. All fees and pricing will be disclosed at the time of purchase, and you agree to pay all applicable charges as described on our website or in the Services.

5.2 Billing

You must provide valid payment information. By providing such information, you authorize us to charge you the subscription fees, including any applicable taxes. If we do not receive payment from your payment provider, you remain responsible for any uncollected amounts.

5.3 Refunds

Refund policies (if any) will be described within the applicable pricing terms or in a separate refund policy statement. All refunds are made at Nitrode's sole discretion and in compliance with applicable laws.

6. Prohibited Conduct

When using our Services, you agree not to:

- Use the Services in any manner that violates applicable law or regulation.
 - Infringe upon the intellectual property or privacy rights of third parties.
 - Upload or distribute viruses, worms, or any harmful code.
 - Access or attempt to access other users' accounts without authorization.
 - Circumvent or attempt to circumvent any security or authentication measures.
 - Engage in any activity that disrupts the functionality or performance of the Services or servers.
 - Resell, sublicense, or otherwise misuse our Services for unauthorized commercial purposes.
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7. Termination

7.1 Termination by Nitrode

We may suspend or terminate your account or access to the Services at any time for any reason, including if we believe you have violated these Terms or engaged in any illegal or unauthorized use of the Services.

7.2 Effect of Termination

Upon termination, your right to access and use the Services will immediately cease. We may delete or deactivate your account and any User Content within a reasonable timeframe, unless otherwise required by law.

8. Disclaimer of Warranties

The Services are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, Nitrode disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranty regarding accuracy, reliability, or error-free operation. We do not guarantee that the Services will meet your requirements, be uninterrupted, secure, or free of errors, nor do we guarantee the accuracy or reliability of any information obtained from the Services.

9. Limitation of Liability

To the fullest extent allowed by applicable law, in no event shall Nitrode, its directors, employees, agents, or affiliates be liable for any indirect, incidental, special, consequential, or punitive damages (including loss of profits, data, or goodwill) arising from or related to your use of or inability to use the Services, even if we have been advised of the possibility of such damages. In no event shall Nitrode’s total aggregate liability exceed the amount you paid to us for the specific Service giving rise to the claim in the [12] months preceding the event.

10. Indemnification

You agree to indemnify and hold harmless Nitrode and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, or expenses (including attorneys’ fees) arising out of or related to: (1) your use or misuse of the Services; (2) your User Content; (3) your violation of these Terms; (4) your violation of any rights of another person or entity.

11. Governing Law and Dispute Resolution

11.1 Governing Law

These Terms and any dispute arising out of or relating to them shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law principles.

11.2 Dispute Resolution

Any disputes or claims arising out of or relating to these Terms shall be resolved exclusively through binding arbitration [or a specific court], as set forth in our [Arbitration Policy or Dispute Resolution Clause], except that either party may seek injunctive or equitable relief in a court of competent jurisdiction.

12. Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the “Last Updated” date at the top of this page and may notify you by email or by posting a notice on our Services. Your continued use of the Services following any changes indicates your acceptance of those changes.

13. Miscellaneous

13.1 Entire Agreement

These Terms, together with the Privacy Policy and any other agreements expressly referenced within, constitute the entire agreement between you and Nitrode regarding the Services and supersede all prior agreements and understandings.

13.2 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be eliminated or limited to the minimum extent necessary so that the remaining provisions remain in full force and effect.

13.3 Waiver

No waiver by Nitrode of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

13.4 Assignment

You may not assign or transfer these Terms or any rights or obligations herein without prior written consent from Nitrode. We may assign or transfer our rights and obligations under these Terms in connection with a merger, acquisition, sale of assets, or by operation of law.

13.5 Contact Information

For any questions about these Terms or the Services, please contact us at:

- Email: support@nitrode.com
 - Address: 592 South Van Ness Avenue
 - Phone: 607-379-1530
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