



## Terms of use for subscribers and users

These Terms of Use (this “Agreement”) explain the terms by which paying subscribers (“Customers”) may use the Platform, and other online or mobile services we may provide (collectively, the “Service”). Please read this Agreement carefully before using the Service. By accessing or using the Service provided by Boelter Blue (the “Company”), you agree that you have read, understood, and agree to be bound by this Agreement, and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all Customers, visitors, users, and others who access the Service and those that access the mobile app our Service creates (collectively, “Users”). Users who do not comply or agree with the Terms shall not access or use the Service.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

### **1. HOW WE UPDATE THESE TERMS OF USE**

This Agreement is maintained on our website. We reserve the right, in our sole discretion, to modify or replace this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material way, we will update the ‘last updated’ date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new terms. If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Service.

### **2. USE OF OUR SERVICE**

a. Eligibility. You may use the Service only if you can form a binding contract, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. Because we respect the User community, the Service is not available to any Users previously removed from the Service.

b. Payment. Customer will pay the recurring subscription fees and other fees set forth in accompanying proposal (if applicable) or in the on-line fee schedule provided at the time of sign up (“Fees”). All Fees are due when the order is placed.

c. Refunds. To assist the Customer in conducting a full and complete evaluation of all Services prior to purchase, we offer free access to our support department and free access to our entire library of support resources and a free demonstration of all Services provided. Customer acknowledges they have reviewed all necessary Service functionality and support material needed to make an informed and final purchase decision.

Customer acknowledges that payment of Fees is authorization to us to begin providing Services. These Services include, but are not limited to, providing platform access, publishing Apps, platform setup and App building. We will start providing Services immediately upon Customer payment of Fees. All Fees are earned when received and are non-refundable. Fees may be paid via ACH or Credit Card only and Customer authorizes us to set up an automated recurring billing process. If Customer desires to terminate the service, such notice must be delivered to us in writing via email before the next recurring billing is processed. Customer agrees that they are not entitled to receive a refund of any Fee and Customer further agrees that they will not dispute the charges and/or request a chargeback of any Fee from their credit card processor or banking institution.

d. Term and Termination. Single app subscribers agree to sign up for a minimum term length of One year. Billing will be collected monthly, quarterly, semiannually or annually (collectively referred to as “Term” or “Terms”). All amounts are earned when received and are non-refundable. The Agreement will continue for the entirety of the Term and automatically renew for successive periods equal to the Term. Either party may terminate this Agreement at any time and for any reason without notice to the other party. If a Customer terminates this agreement before the end of the current Term, such Customer shall be required to pay the remaining amounts due through the end of the Term and are not be entitled to a refund of any amount. Termination or expiration of this Agreement shall not affect any rights or obligations of the parties, including the payment obligations due through the end of the Term or which have accrued up to the date of such termination or expiration. The provisions of Sections 5-10 shall survive termination or expiration of this Agreement.

e. Your Service. You can browse and enjoy the Service without creating a profile or account. By connecting to the Service with a third-party service like Facebook, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For more information on the types of information we collect from these third-party services, please read our Privacy Policy below.

f. Your Responsibility for Your Apps. You are solely responsible for the activity that occurs on or through your App. We will not be liable for your losses caused by any unauthorized use of your account, and you shall be solely liable for the losses due to such unauthorized use.

h. Your Interaction with Other Users. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. We will have no liability for your interactions with other Users, or for any User's action or inaction.

i. Separate End User Policies. User agrees to abide by the separate Terms of Use, Privacy Policy and Acceptable Use Policy maintain in the Google Play and Apple/iTunes App stores. As part of our Service, we will review your app for Compliant with Google and Apple standards; however, Apple and Google will determine final compliance independently; we cannot guarantee that an app will be published by either the Apple or Google Play. For details regarding Google and Apple requirements and standards, go to <https://play.google.com/about/developer-content-policy> and <https://developer.apple.com/app-store/review/guidelines>, respectively.

j. App Store Accounts. All apps that are listed in the Google Play Store will be listed under the main developer account for the Company. All apps that are listed in the Apple/iTunes app stores must be listed in a developer account that is created and maintained by the Subscriber, who shall also be the responsible party for the app content. Inclusion of a User's app in the Apple/iTunes app stores is dependent on the Subscriber's maintenance of the developer account by paying all applicable fees, and adhering to all applicable terms of use for said developer account. After creating a developer account with Apple, Subscriber MUST make the Company an admin for the account in order for us to upload, list and maintain the Subscriber's app. The Subscriber acknowledges that if for any reason the Company is not given, or denied access to the Subscriber's Apple developer account, the Company has no ability to maintain the Subscriber's app that is listed in the Apple/iTunes app stores.

k. Service Limitations. Different service limitations exist for each of our subscription plans. Please refer to our website for details.

l. Changes to the Service. We're always innovating and finding ways to provide our Users with new and innovative features and services. Therefore, we may, without prior notice, change the Service; change the pricing of the service; add or delete features of the Service, to you or to Users generally; or create usage limits for the Service.

### **3. ACCEPTABLE USE OF THE SERVICE**

We provide Users with an amazing platform to discover content, and discuss and share that content with others. To keep the Service running smoothly for all of our Users, you agree that you will use the Service only in a manner consistent with the Acceptable Use Policy below.

### **4. SHARING YOUR CONTENT**

a. Your Content. We may allow you to post content on the Service, including comments, photos, blog posts, messages, offers, loyalty programs, menus, URLs for reservation or ordering services, Web APIs & widgets, website URLs, and other materials. Any content a User submits, posts, displays, or otherwise makes available on the Service, including all Intellectual Property Rights (defined below) therein, is referred to as “User Content.” YOU RETAIN OWNERSHIP OF YOUR USER CONTENT.

b. How We can use Your Content. You own all of the User Content that you post or publish (“post”) on the Service. You permit us to use your company and/or trade name and logo on our website and other promotional materials.

c. Your Responsibility for Your Content. By uploading, posting, submitting or otherwise disclosing or distributing User Content, you represent and warrant that you own all rights in your User Content and that any User Content you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (defined below) or rights of publicity or privacy. We reserve the right, but are not obligated, to reject and/or remove any User Content that we believe, in our sole discretion, violates these provisions. We take no responsibility and assume no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. We are not responsible for any public display or misuse of your User Content.

d. Definition of Intellectual Property Rights. For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

e. Content Standards. Users must comply with the following standards when using or uploading material onto the platform. The standards apply to any and all user contributions and use of Services. User contributions must not:

- i. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- ii. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- iii. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;
- iv. Be likely to deceive any person;
- v. Promote any illegal activity, or advocate, promote or assist any unlawful act;
- vi. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; or
- vii. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

## **5. OUR CONTENT**

a. Content. Except for User Content, the Service, and all Intellectual Property Rights including therein and related thereto, are our exclusive property (“Exclusive Content”). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license to the Exclusive Content, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Exclusive Content, including without limitation any materials or content accessible on the Service. Our name and other graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks, trademarks or trade dress protected by the laws of the United States and/or other countries or jurisdictions. Our trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to

cause confusion. Use of the Exclusive Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

b. To publish and update apps to Google Play and the Apple App Store, it is required we provide proprietary information and files such as, but not limited to, APKs, IPAs, P12s, keystore certificates, push notification certificates, etc. These files and information are a proprietary part of our Service and will not be provided to Users.

c. If we assist the Customer with (including coordinating with a 3rd party) providing enhancement(s) to the Service or Software, creates custom functionality, creates custom plugins, including any and all derivatives thereto (collectively referred to as an "Enhancements"), even if the Customer paid us for such Enhancements, such Enhancements will be owned by us and Customer hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership.

d. The Customer owns or has rights to all intellectual property rights in and to any enhancements in functionality or custom plugins the Customer (or Customer's representative) make independent of us through capabilities provided by a registered developer account. In such cases, the Customer is solely responsible for all maintenance and support related to such enhancements and plugins, including but not limited to, our updates in Services and Software and iOS and Android updates. This provision applies to apps in both the Google Play and Apple/iTunes App Stores if applicable.

e. Feedback you provide. We value input from our Users, and are always interested in learning of ways we can make the Service better. You may choose to or we may invite you to submit comments, ideas or feedback about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related Feedback previously known to us, or developed by our employees, or obtained from sources other than you.

f. Monitoring and Enforcement. The Company reserves the right to monitor User service activity. Under certain circumstances the Company has the right to, but is not obligated, to promptly remove any materials alleged to violate certain third-party

rights (including any defamatory statements or infringing content) on becoming aware of their presence on the platform.

## **6. MESSAGING**

We may allow you to send messages through our Service to other Users or to third parties (“Messages”). We may send administrative messages to you and other Users.

## **7. COPYRIGHT POLICY**

We require that Users of the Service respect the copyright and other intellectual property rights of all third parties.

## **8. PRIVACY**

We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy below, and to have your Personally Identifiable Information collected, used, transferred to and processed in the United States. We cannot guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

## **9. INDEMNITY**

You agree to defend, indemnify and hold us harmless, along with our parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney fees and cost) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account. The User indemnifies the Company from any claims resulting from any action taken by the Company during, or taken as a consequence of, investigations by either the Company or law enforcement authorities.

## **10. NO WARRANTY**

THE SERVICE, INCLUDING ALL CONTENT, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE, OUR AFFILIATES, AND OUR LICENSORS DO NOT WARRANT THAT THE CONTENT ON THE SERVICE IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA, INCLUDING USER CONTENT, THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

a. REPRESENTATION AND WARRANTY. By Subscribing to the Service Users represent and warrant that they have carefully read, reviewed and are familiar with the Terms of Use and have provided complete and accurate registration information; have had a full and fair opportunity to receive the advice of his or her own legal counsel, accountants and other advisors with respect to his or her participation in the platform.

## **11. THIRD-PARTY LINKS, SITES AND SERVICES**

The Service may contain links to other websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. You understand that these Terms of Service and



our Privacy Policy below do not apply to your use of such sites. We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit. You shall not establish a link to our homepage in such a way as to suggest any form of association, approval or endorsement on our part without our prior express written consent. You must not: (i) establish a link from any website that is not owned by you; (ii) cause the app or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking; (iii) otherwise take any action with respect to the materials on the app that is inconsistent with any other provision of these Terms of Use.

## **12. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR ITS LICENSORS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) WITH RESPECT TO THE SERVICE OR ANY CONTENT THEREON FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled from its facilities in the United States. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## **13. TERMINATION OF YOUR ACCOUNT AND THE SERVICE**

We may terminate or suspend the Service in whole or in part immediately, without

prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Service will immediately cease.

All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

#### **14. GOVERNING LAW AND ARBITRATION**

a. Governing Law. You agree that: (i) the Service shall be deemed solely based in Wisconsin; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Wisconsin.

This Agreement shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

You agree to submit to the personal jurisdiction of a state court located in Waukesha, Wisconsin or the United States District Court in Eastern Wisconsin, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as further set forth in the Arbitration provision below.

b. Arbitration. For any dispute with us, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that we are not able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any claims we have for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless we agree otherwise, the arbitration will be conducted in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as

necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## **15. PROHIBITED USES**

You may use the Service only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Service:

- a. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- b. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- c. To send, knowingly receive, upload, download, use or re-use any material that does not comply with the content standards as set out in these Terms of Use.
- d. To transmit, or procure the sending of any advertising or promotional material including any "junk mail", "spam", or any other similar solicitation.
- e. To impersonate or attempt to impersonate the Company, another User or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- f. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or Users of the Services or expose them to liability.

## **16. MISCELLANEOUS TERMS**

- a. No Agency; Waiver. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- b. Notification. We may provide notifications, whether such notifications are required by law or are for other business purposes, to you via email notice, "push" notification on your mobile device, written or hard copy notice, or through posting of

such notice on the Service, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

c. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with us in connection with the Service, shall constitute the entire agreement between you and us concerning the Service. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

d. Assignment. This Agreement is not assignable, transferable or sub licensable by you except with our prior written consent. We may transfer, assign or delegate this Agreement and its rights and obligations without consent.

e. Contact. Please contact us with any questions regarding this Agreement.

**This Agreement was last updated on: December 8th, 2017**

## **Privacy Policy**

This Privacy Policy applies to all Customers, visitors, Users, and others who access the Service and those that access the mobile app our Service creates (collectively, “Users”). Our Privacy Policy explains how we collect, use, disclose, and protect information that applies to our Service. By creating and publishing mobile applications utilizing our Service, you are obligated to ensure that these policies are adhered to by you and your users.

### **1. HOW WE COLLECT AND USE INFORMATION**

Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

We may collect the following types of information about you:

a. Information you provide us directly: We may ask for certain information such as your first and last name, phone number and e-mail address when you use our Service, or if you correspond with us. We may also retain any messages you send through the Service, and may collect information you provide in User Content you post to the Service. We use this information to operate, maintain, and provide to you the features and functionality of the Service, and as further detailed below.

b. Information we may receive from third parties: We may receive information about

you from third parties. For example, if you access our websites or Service through a third-party connection or log-in, for example, through Twitter or Facebook Connect, by “following,” “liking,” adding the application, linking your account to the Service, etc., that third party may pass certain information about your use of its service to us. This information could include, but is not limited to, the user ID associated with your account (for example, your Facebook UID), an access token necessary to access that service, any information that you have permitted the third party to share with us, and any information you have made public in connection with that service, including your public profile picture, news feed, posts on your wall (including your friends’ posts on your wall), friends list, etc. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to the Service. You may also unlink your third party account from the Service by adjusting your settings on the third party service. If you unlink your third party account, we will remove the information collected about you in connection with that service.

c. Analytics information. We may directly collect or use third-party analytics tools to help us measure traffic and usage trends for the Service. These tools collect information sent by your browser or mobile device as part of a web page request, including the web pages you visit, your browser add-ons, your browser’s width and height, and other information that assists us in improving the Service. We collect and use this analytics information in aggregate form such that it cannot reasonably be manipulated to identify any particular individual user.

d. Cookies information: When you visit the Service, we may send one or more cookies — a small text file containing a string of alphanumeric characters — to your computer that uniquely identifies your browser and lets us help you log in faster and enhance your navigation through the site. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take on the Service), and allow us or our business partners to track your usage of the Service over time. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser’s directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.

e. Log file information: Log file information is automatically reported by your browser each time you access a web page. When you use our Service, our servers automatically record certain log file information. These server logs may include anonymous information such as your web request, Internet Protocol (“IP”) address,

browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information.

f. Clear gifs/web beacons information: When you use the Service, we may employ clear gifs (also known as web beacons) which are used to anonymously track the online usage patterns of our Users. In addition, we may also use clear gifs in HTML-based emails sent to our users to track which emails are opened and which links are clicked by recipients. The information is allows for more accurate reporting and improvement of the Service.

g. Device identifiers: When you access the Service by or through a mobile device (including but not limited to smart-phones or tablets), we may access, collect, monitor and/or remotely store one or more “device identifiers,” such as a universally unique identifier (“UUID”). Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device’s operating system or other software, or data sent to the device by the Service. A device identifier may convey information to us about how you browse and use the Service. A device identifier may remain persistently on your device, to help you log in faster and enhance your navigation through the Service. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

h. Location data: When you access the Service by or through a mobile device, we may access, collect, monitor and/or remotely store “location data,” which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device. Location data may convey to us information about how you browse and use the Service. Some features of the Service, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled.

i. Commercial and marketing communications: We use the information we collect or receive to communicate directly with you. We may send you emails or push notifications on your mobile device containing newsletters, promotions and special offers. If you do not want to receive such email messages, you will be given the option to opt out or change your preferences. You may opt-out of push notification messages by changing your settings on your mobile device. We will not send you marketing communications messages. We also use your information to send you Service-related notices (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices) to your email address or mobile device via push notification.

j. Use of certain service type information we collect about you: We use or may use

cookies, log file, device identifiers, location data and clear gifs information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (b) provide custom, personalized content and information; (c) to provide and monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns; (e) diagnose or fix technology problems; (f) help you efficiently access your information after you sign in; (g) to provide advertising to your browser or device, and (h) automatically update the our application on your mobile devices.

## **2. SHARING OF YOUR INFORMATION**

We (including any parent, subsidiaries and affiliates) and our group companies will not rent or sell your information into third parties without your consent, except as noted below:

- a. Who we may share your information with: We may share your information with third-party business partners for the purpose of providing the Service to you. Those business partners will be given limited access to your information as is reasonably necessary to deliver the Service, and we will require that such third parties comply with this Privacy Policy.
- b. Who you may choose to share your User Content with: Any information or content that you voluntarily disclose for posting to the Service, such as User Content, becomes available to the public, as controlled by any available privacy settings. To change your privacy settings on the Service, please change your profile settings.
- c. What happens in the event of a change of control: We may buy or sell/divest/transfer our company (including any shares in the company), or any combination of its products, services, assets and/or businesses. Your information such as customer names and email addresses, User Content and other user information related to the Service may be among the items sold or otherwise transferred in these types of transactions. We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company.
- d. Instances where we are required to share your information: We will disclose your information where required to do so by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use above or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, property, or personal safety of us, our Users or others.
- e. Sharing certain service type information we collect about you: We may share certain service type information, including information obtained through tools such

as cookies, log files, device identifiers, location data and clear gifs (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with our third-party business partners for the purposes described in the section above on “How We Collect and Use Information.” We may also aggregate or otherwise strip data of all personally identifying characteristics and may share that aggregated, anonymized data with third parties.

f. Ads: We may also share certain information such as your location, browser and cookie data and other data relating to your use of our Service with our business partners to deliver advertisements (“ads”) that may be of interest to you. We may allow third-party ad servers or ad networks to serve advertisements on the Service. These third-party ad servers or ad networks use technology to send, directly to your browser or mobile device, the ads and ad links that appear on the Service, and will automatically receive your IP address when they do so. They may also use other technologies (such as cookies, JavaScript, device identifiers, location data, and clear gifs, see above) to compile information about your browser’s or device’s visits and usage patterns on the Service, and to measure the effectiveness of their ads and to personalize the advertising content. We do not sell, rent, or share the information we collect directly from you or about you from third parties with these third-party ad servers or ad networks for such parties’ own marketing purposes, unless you choose in advance to have your information shared for this purpose. Additionally, you may wish to opt-out of receiving cookies by adjusting your browser settings to refuse cookies or to alert you when a cookie is placed.

Please note that an advertiser may ask us to show an ad to a certain audience of Users (e.g., based on demographics or other interests). In that situation, we determine the target audience and we serve the advertising to that audience and only provides anonymous aggregated data to the advertiser. If you respond to such an ad, the advertiser or ad server may conclude that you fit the description of the audience they are trying to reach.

Our Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers or contact such advertisers for more information.

### **3. HOW WE STORE AND PROTECT YOUR INFORMATION**

a. Storage and Processing: Your information collected through the Service may be stored and processed in the United States or any other country in which we or its subsidiaries, affiliates or service providers maintain facilities. We may transfer information that we collect about you, including personal information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the



European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which we or its parent, subsidiaries, affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

b. Keeping your information safe: We care about the security of your information, and uses commercially reasonable safeguards to preserve the integrity and security of all information collected through the Service. To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. You are responsible for maintaining the secrecy of your unique password and account information (including Group hyperlinks, if applicable), and for controlling access to your email communications from us, at all times. However, we cannot ensure or warrant the security of any information you transmit to us or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed. Your privacy settings may also be affected by changes to the functionality of our distributors, such as social networks. We are not responsible for the functionality or security measures of any third party.

c. Compromise of information: In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

#### **4. ABOUT YOUR INFORMATION**

Following termination or deactivation of the Service, we may retain your profile information and User Content for a commercially reasonable time for backup, archival, or audit purposes.

#### **5. CHILDREN'S PRIVACY**

We do not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to register as Users. The Service and its content are not directed at children under the age of 13. If you are under 13, please do not send any information about yourself to us, including your name, address, telephone number, or email address. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we

will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us.

## **6. LINKS TO OTHER WEB SITES AND SERVICES**

We are not responsible for the practices employed by websites or services linked to or from the Service, including the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link or advertisement on our website, are subject to that third party's own rules and policies. In addition, you agree that we are not responsible and we do not control over any third-parties that you authorize to access your User Content. If you are using a third-party website or service (like Facebook or Twitter) and you allow such a third-party access to your User Content you do so at your own risk. This Privacy Policy does not apply to information we collect by other means (including offline) or from other sources other than through the Service.

## **7. HOW TO CONTACT US**

If you have any questions about this Privacy Policy or the Service, please contact us.

## **8. CHANGES TO OUR PRIVACY POLICY**

We may modify or update this Privacy Policy from time to time to reflect the changes in our business and practices, and so you should review this page periodically. When we change the policy in a material manner we will let you know and update the 'last modified' date at the bottom of this page.

**This privacy policy was last modified on Feb 1, 2018.**