

Terms of Service

Welcome to YNOW!

YNOW builds technologies and services that enable people to connect with each other, build communities, and grow businesses. These Terms govern your use of YNOW, and the other products, features, apps, services, technologies, and software we offer (the YNOW Products or Products), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by YNOW, LLC.

We don't charge you to use YNOW or the other products and services covered by these Terms. Instead, businesses and organizations pay us to show you ads for their products and services or ask your help to run their business. By using our Products, you agree that we can show you ads that we think will be relevant to you and your interests. We use your personal data to help determine which ads to show you.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, which location, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more.

Our Data Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below.

ACCEPTING THE TERMS

(a) This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Service. By accessing or using our Products and Services, you accept this Agreement and agree to the terms, conditions, and notices contained or referenced herein. To withdraw this consent, you must cease using the Service and terminate your account.

(b) This Agreement will remain in full force and effect while you use the Service and/or have an account. You may disable your account at any time, for any reason. We may also terminate or suspend your account at any time without notice if we believe that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion.

1. The services we provide

Our mission is to give people the power to see and hear what others can see but you can't. We aim to bring the world closer together and make people's lives better and safer. To help advance this mission, we provide the Products and services described below to you:

Provide a personalized experience for you:

Your experience on YNOW is unlike anyone else's: you decide what, when and where you want to see and hear what's happening in every corner of the globe. We use the data we have - for example, about the locations you visit, the choices and settings you select, and what you share and do on and off our Products - to personalize your experience.

Connect you with people and organizations:

We help you find and connect with people, groups, businesses, organizations, and others that matter to you across the YNOW Products you use. We use the data we have to make suggestions for you and others - for example, we will make ad suggestions based on your location. We believe our services are most useful when people are connected and helping each other.

Empower you to help you and others about content that matters to you:

There are many ways to use YNOW and to help friends, family, and others about content that matters - for example, asking other users to show you how things look like in a given grocery store, protest or any other place. We have also plans to develop, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on YNOW.

Help you discover content, products, and services that may interest you:

We show you ads, offers, and other sponsored content to help you discover content, products, and services that are offered by the many businesses and organizations that use YNOW and other YNOW Products. Section 2 below explains this in more detail.

Combat harmful conduct and protect and support our community:

People will only use YNOW if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action - for example, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. We share data with other YNOW Companies when we detect misuse or harmful conduct by someone using one of our Products. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT THE COMPANY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS USERS. The Company is not responsible for the conduct of any user, whether online or offline. In no event shall the Company be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other users or persons you meet through the Service.

Use and develop advanced technologies to provide safe and functional services for everyone:

We use and develop advanced technologies so that people can use our Products safely regardless of physical ability or geographic location. For example, technology like this helps people who have physical impairments to see what is happening anywhere they want.

Research ways to make our services better:

We engage in research to develop, test, and improve our Products. This includes analyzing the data we have about our users and understanding how people use our Products, for example by conducting

surveys and testing and troubleshooting new features. Our Data Policy explains how we use data to support this research for the purposes of developing and improving our services.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centers (as well as third party data centers) and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by others.

2. How our services are funded

Instead of paying to use YNOW and the other products and services we offer, by using the YNOW Products covered by these Terms, you agree that we can show you ads that businesses and organizations pay us to promote on and off the YNOW Company Products. We use your personal data, such as information about your location (local and target), to show you ads that are more relevant to you.

Protecting people's privacy is central to how we've designed our ad system. This means that we can show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal, and the kind of audience they want to see their ads (for example, people between the age of 18-35 who are based out of Detroit, Michigan). We then show their ad to people who might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off YNOW. For example, we provide general demographic and interest information to advertisers (for example, that an ad was seen by a man between the ages of 35 and 45 who lives in Rio de Janeiro) to help them better understand their audience. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission.

We collect and use your personal data in order to provide the services described above to you. You can learn about how we collect and use your data in our Data Policy. You have controls over the types of ads and advertisers you see, and the types of information we use to determine which ads we show you.

3. Your commitments to YNOW and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use YNOW

When people stand behind their actions, our community is safer and more accountable. For this reason, you must:

- Use the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use your timeline for personal purposes.

- Not share your password, give access to your YNOW account to others, or transfer your account to anyone else (without our permission).
- We try to make YNOW broadly available to everyone, but you cannot use YNOW if:
- You are under 13 years old.
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms or Policies.
- You are prohibited from receiving our products, services, or software under applicable laws.

2. 2. What you can share and do on YNOW

We want people to use YNOW to help others to see and hear what they can't see and hear, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

You may not use our Products to do or share anything:

- a) That violates these Terms, our Community Standards, and other terms and policies that apply to your use of YNOW.
- b) That is unlawful, misleading, discriminatory or fraudulent.
- c) Impersonate another person or entity;
- d) That puts yourself or others in a dangerous or unsafe situation.
- e) That infringes or violates someone else's rights, including their intellectual property rights.
- f) You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.
- g) You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.
- h) We can remove or restrict access to content that is in violation of these provisions.
- i) If we remove content that you have shared in violation of our Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.
- j) To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

3. The permissions you give us

We need certain permissions from you to provide our services:

Permission to use video and audio content you create and share: Some content that you share or livestream, may be protected by intellectual property laws.

You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on YNOW and the other YNOW Company Products you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a 'license') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share or livestream content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This means, for example, that if you livestream a video on YNOW, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as service providers that support our service or other YNOW Products you use. This license will end when your content is deleted from our systems.

You can delete content individually or all at once by deleting your account. When you delete content, it's no longer visible to other users, however it may continue to exist elsewhere on our systems where:

- immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);
- your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
- where immediate deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

Permission to use your name, profile picture, location and information about your actions with ads and sponsored content: You give us permission to use your name and profile picture and information about actions you have taken on YNOW next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you, except when you are selected by one of our super users that will pay you for your time. You will be notified AFTER you accept the livestream.

Permission to update software you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.

Geolocation Privacy: In order for our services to work, we need to collect, store, and access your geolocation information. You authorize us to collect, store, and access your geolocation information. Your geolocation information will only be used by us and will not be made public or sold to any other company

(b) The Service uses the Google Places API for retrieving nearby places. Google privacy policy regarding the Google Places Service can be found at <http://www.google.com/privacy>

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on YNOW), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

4. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the YNOW community, you can delete your account at any time.

2. Account suspension or termination

We want YNOW to be a place where people feel welcome and safe.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

Where we take such action we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5.

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the YNOW Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the YNOW Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the YNOW Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Southern District of Florida or a state court located in Miami-Dade, Broward or Palm Beach Counties. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of Florida will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

These Terms make up the entire agreement between you and YNOW, Inc. regarding your use of our Products. They supersede any prior agreements.

Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as requesting livestream for site audits, TV broadcast, etc, you must agree to our Commercial Terms. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing

clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialized.

These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).

We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

We reserve all rights not expressly granted to you.

Date of Last Revision: June 7, 2020

YNOW © 2020