## Platform Policy

By using the Wamsport Platform, you agree to this policy. By "Platform" we mean a set of APIs, SDKs, plugins, code, specifications, documentation, technology, and services (such as content) that enable others, including application developers and website operators, to retrieve data from Wamsport or provide data to us. We reserve the right to change this policy at any time without notice, so please check it regularly. Your continued use of the Wamsport Platform constitutes acceptance of any changes. You also agree to and are responsible for ensuring that you comply with the Wamsport Terms of Use.

We provide the Wamsport Platform to support several types of apps and services. First, we provide them to help members of our community share their own content with apps or services. We also support apps and services that help brands and advertisers understand and manage their audience, develop their content strategy, and obtain digital rights. Finally, we provide the Wamsport Platform to help broadcasters and publishers discover content, get digital rights to media, and share media using web embeds. The Wamsport Platform is not intended for other types of apps or services. For those we do support, the following terms and information also apply:

## A. General Terms

- 1. Ensure your app is stable and easily navigable. For example, verify that you have integrated Login correctly. Your app shouldn't crash or hang during the testing process.
- 2. Don't confuse, deceive, defraud, mislead, or harass anyone.
- 3. Be transparent about your identity and your app's identity.
- 4. Don't use the Wamsport for any app that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
- 5. Don't store or cache Wamsport login credentials.
- 6. Provide meaningful customer support for your app, and make it easy for people to contact you.
- 7. Provide a publicly accessible privacy policy that tells people what you collect and how you will use this information.
- 8. If you allow third parties to provide content, including advertisements, or collect information directly from other platform users, including placing or recognizing cookies on the users' browsers, this should be disclosed in your privacy policy.
- 9. Comply with your privacy policy.
- 10. Comply with any requirements or restrictions imposed on usage of Wamsport user photos and videos ("User Content") by their respective owners. You are solely responsible for making use of User Content in compliance with owners' requirements or restrictions.
- 11. Remove within 24 hours any User Content or other information that the owner asks you to remove.
- 12. Obtain a person's consent before including their User Content in any ad.
- 13. Only store or cache consented User Content for the period necessary to provide your app's service.
- 14. If you store or cache consented User Content, keep it up to date.

- 15. Don't use the Wamsport API to simply display User Content, import or backup content, or manage Wamsport relationships, without our prior permission.
- 16. Don't use follower information for anything other than analytics without our prior permission. For example, don't display these relationships in your app.
- 17. Only use the INSIGHTS DATA endpoint to inform the account holder of their own analytics information. Do not use it for any other service and do not share it with any third parties.
- 18. Ensure your comments are uniquely tailored for each person. Don't post unauthorized commercial communications or spam on Wamsport.
- 19. Don't enable a business to take more than one action on Wamsport at a time.
- 20. Respect the limits we've placed on Wamsport functionality and the way Wamsport looks and functions. Don't offer experiences that change it.
- 21. Don't attempt to build an ad network on Wamsport.
- 22. Don't attempt to identify groups of individuals or create demographic clusters for the purpose of contacting or targeting Wamsport members on or off Wamsport.
- 23. Protect the information you receive from us against unauthorized access, use, or disclosure. For example, don't use data obtained from us to provide tools that are used for surveillance
- 24. Don't transfer any data that you receive from us (including anonymous, aggregate, or derived data) to any ad network, data broker, influencer network, or other advertising or monetization-related service.
- 25. You can administer a promotion on Wamsport if you comply with Wamsport promotions policies in Terms of Use and all applicable laws and regulations.
- 26. Don't use an unreasonable amount of bandwidth, or adversely impact the stability of the Wamsport website servers or the behavior of other apps using the Wamsport Platform.
- 27. Don't reverse engineer the Wamsport APIs or any of Wamsport apps.
- 28. Don't sell, lease, or sublicense the Wamsport Platform or any data derived through the Platform.
- 29. Comply with all applicable laws or regulations. Don't provide or promote content that violates any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality. Don't expose Wamsport or people who use Wamsport to harm or legal liability.

# **B.** Sharing to Videos

- 1. Videos must not include any logos, watermarks, calls-to-action, other promotional content.
- 2. Additional policies for Videos with Attribution:
  - a. Videos must not be generic (i.e., only enable people to share unique and personal content).
  - b. If a person clicks on your Video, ensure you direct them to an experience that enhances the video and/or enables them to create their own video.

#### C. Brand Assets

Don't use the trademarks of Wamsport or any content associated directly with the Wamsport brand without our written permission.

## D. Things you should know

- 1. Wamsport primarily communicates with developers through email <a href="wamsport@gmail.com">wamsport@gmail.com</a>. Please ensure that the email addresses associated with your Wamsport account are current and that you don't filter (including spam) out these messages.
- 2. Wamsport may rate limit or block apps that make a large number of calls to the API that are not primarily in response to direct user actions.
- 3. Enforcement is both automated and manual, and can include disabling your app, restricting you and your app's access to Wamsport Platform, requiring that you delete data, terminating our agreements with you or any other action that we deem appropriate.
- 4. Wamsport may change, suspend, or discontinue the availability of any Wamsport Platform at any time. In addition, Wamsport may impose limits on certain features and services or restrict your access to parts or all of the Wamsport APIs or the Wamsport website without notice or liability.
- 5. If Wamsport elects to provide you with support or modifications for the Wamsport Platform, this support may be terminated at any time without notice to you.
- 6. Wamsport reserves the right to charge fees for future use of or access to the Wamsport Platform.
- 7. Wamsport doesn't guarantee that the Wamsport Platform is free of inaccuracies, errors, bugs, or interruptions, or is reliable, accurate, complete, or otherwise valid.
- 8. Licensed Uses and Restrictions: The Wamsport Platform is owned by Wamsport and is licensed to you on a worldwide (except as limited below), non-exclusive, non-sublicensable basis in accordance with these terms. Your license to the Wamsport Platform continues until it is terminated by either party. Please note that User Content is owned by users and not by Wamsport. All rights not expressly granted to you are reserved by Wamsport.
- 9. You represent and warrant that you own or have secured all rights necessary to display, distribute and deliver all content in your app or website. To the extent your users are able to share content from your app or website on or through Wamsport, you represent and warrant that you own or have secured all necessary rights for them to do so in accordance with Wamsports available functionality.
- 10. You represent and warrant that you satisfy all licensing, reporting, and payout obligations to third parties in connection with your app or website.
- 11. You give us all rights necessary to enable your app to work with Wamsport, including the right to incorporate information you provide to us into other parts of Wamsport, and the right to attribute the source of information using your name and logos.
- 12. You are responsible for restricting access to your content in accordance with all applicable laws and regulations, including geo-filtering or age-gating access where required.

- 13. You grant us and our affiliates a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any data, content, and other information made available by you or on your behalf in connection with your use of our Platform. This license survives even if you stop using the platform feature. You are responsible for obtaining the necessary rights from all applicable rights holders to grant this license. Any API made available by you or on your behalf in connection with the platform features is deemed part of your app.
- 14. Disclaimer of Any Warranty: Wamsport Platform and all data derived through such Platform are provided "as is" with no warranty, express or implied, of any kind and Wamsport expressly disclaims any and all warranties and conditions, including but not limited to, any implied warranty of merchantability, fitness for a particular purpose, availability, security, title and non-infringement. You are solely responsible for any damage that results from the use of any Wamsport Platform and all any data derived through such Platform including, but not limited to, any damage to your computer system or loss of data.
- 15. Limitation of Liability: Wamsport shall not, under any circumstances, be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the Wamsport Platform and any data derived through such Platform, whether based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise), or any other pecuniary loss, whether or not Wamsport has been advised of the possibility of such damages. Under no circumstances shall Wamsport be liable to you for any amount.
- 16. Release and Waiver: To the maximum extent permitted by applicable law, you hereby release and waive all claims against Wamsport, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Wamsport Platform and data derived through such Platform. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.
- 17. Hold Harmless and Indemnify: To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Wamsport and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Wamsport Platform and any data derived through the Platform, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Wamsport shall use good faith efforts to provide you with written notice of such claim, suit or action.
- 18. Relationship of the Parties: Notwithstanding any provision hereof, for all purposes of the Wamsport Platform Terms, you and Wamsport shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You don't have any authority to assume or create any obligation for or on behalf of Wamsport, express or implied, and you must not attempt to bind Wamsport to any contract.
- 19. Invalidity of Specific Terms: If any provision of the Wamsport Platform Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court

- should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.
- 20. No Waiver of Rights by Wamsport: Wamsports failure to exercise or enforce any right or provision of the Wamsport Platform Terms shall not constitute a waiver of such right or provision.

## **Data Policy**

#### I. What kinds of information do we collect?

# Things you and others do and provide.

- Information and content you provide. We collect the content, communications and other information you provide when you use Wamsport, including when you sign up for an account, create or share content, and communicate with others. This can include information in or about the content you provide (like metadata), such as the location of a photo or the date a file was created. Our systems automatically process content and communications you and others provide to analyze context and what's in them for the purposes described below.
- Data with special protections: You can choose whether to provide or withhold information in your Wamsport profile such as: your religious views, political views, your sexual orientation, or your health status. This and other information (such as racial or ethnic origin, philosophical beliefs or trade union membership) could be subject to special protections under the laws of your country.
- Networks and connections. We collect information about the people, pages, accounts, hashtags and groups you are connected to and how you interact with Wamsport, such as people you communicate with the most or groups you are part of. We also collect contact information if you choose to upload, sync or import it from a device (such as an address book or call log or SMS log history), which we use for things like helping you and others find people you may know and for the other purposes listed below.
- Your usage. We collect information about how you use Wamsport, such as the types of content you view or engage with; the features you use; the actions you take; the people or accounts you interact with; and the time, frequency and duration of your activities. For example, we log when you're using and have last used Wamsport, and what posts, videos and other content you view on Wamsport.
- Information about transactions made on Wamsport. If you use Wamsport for purchases or other financial transactions, we collect information about the purchases but not the payment information, such as your credit or debit card number and other card information; other account and authentication information; and billing, shipping and contact details. Wamsport uses third-party partners to process transactions such as Android, iOS, payment platforms, and is not responsible of any data leaks, commissions and consequences caused by transactions. Find more information in Terms of Use.
- Things others do and information they provide about you. We also receive and analyze content, communications and information that other people provide when they use Wamsport. This can include information about you, such as when others share or comment on any sort of content you post in Wamsport, or upload, sync or import your contact information.

#### **Device Information**

As described below, we collect information from and about the computers, phones, connected TVs and other web-connected devices you use that integrate with Wamsport, and we combine this information across different devices you use. For example, we use information collected about your use of Wamsport on your phone to better personalize the content (including ads) or features you see when you use Wamsport on another device, such as your laptop or tablet, or to measure whether you took an action in response to an ad we showed you on your phone on a different device.

Information we obtain from these devices includes:

- **Device attributes:** information such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins.
- Device operations: information about operations and behaviors performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (which can help distinguish humans from bots).
- **Identifiers:** unique identifiers, device IDs, and other identifiers, such as from games, apps or accounts you use, and Family Device IDs (or other identifiers unique to Wamsport associated with the same device or account).
- **Device signals:** Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.
- Data from device settings: information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.
- Network and connections: information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on your network, so we can do things like help you stream a video from your phone to your TV.
- · Cookie data: data from cookies stored on your device, including cookie IDs and settings.

#### II. How do we use this information?

We use the information we have (subject to choices you make) as described below and to provide and support the Wamsport and related services described in the Wamsport Terms. Here's how:

## Provide, personalize and improve Wamsport.

We use the information we have to deliver Wamsport, including to personalize features and content (including your Wamsport search results and ads) and make suggestions for you (such as groups, products and events you may be interested in or topics you may want to follow) on and off Wamsport platform. To create personalized content that is unique and relevant to you, we use your connections, preferences, interests and activities based on the data we collect and learn from you and others (including any data with special protections you choose to provide); how you use and interact with Wamsport; and the people, places, or things you're connected to and interested in on and off Wamsport platform.

- Location-related information: We use location-related information-such as your current location, where you live, the places you like to go, and the businesses and people you're near-to provide, personalize and improve Wamsport, including ads, for you and others. Location-related information can be based on things like precise device location (if you've allowed us to collect it), IP addresses, and information from your and others' use of Wamsport (such as check-ins or events you attend).
- **Product research and development:** We use the information we have to develop, test and improve Wamsport, including by conducting surveys and research, and testing and troubleshooting new products and features.
- Ads and other sponsored content: We use the information we have about you-including information about your interests, actions and connections-to select and personalize ads, offers and other sponsored content that we show you.

## Provide measurement, analytics, and other business services.

We use the information we have (including your activity off Wamsport, such as the websites you visit and ads you see) to help advertisers and other partners measure the effectiveness and distribution of their ads and services, and understand the types of people who use their services and how people interact with their websites, apps, and services.

## Promote safety, integrity and security.

We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of Wamsport, and promote safety and security on and off of Wamsport platform.

#### Communicate with you.

We use the information we have to send you marketing communications, communicate with you about Wamsport, and let you know about our policies and terms. We also use your information to respond to you when you contact us.

#### III. How is this information shared?

Your information is shared with others in the following ways:

#### Sharing on and off the Wamsport platform.

#### People and accounts you share and communicate with

When you share and communicate using the Wamsport platform, you choose the audience for what you share. For example, when you post on any social networks, you select the audience for the post, such as a group, all of your friends, the public, or a customized list of people. Your network can also see actions you have taken on Wamsport, including engagement with ads and sponsored content.

#### Content others share or reshare about you

You should consider who you choose to share with, because people who can see your activity on Wamsport can choose to share it with others on and off the Wamsport platform, including people and businesses outside the audience you shared with.

#### New owner.

If the ownership or control of all or part of Wamsport or their assets changes, we may transfer your information to the new owner.

#### **Sharing with Third-Party Partners**

We work with third-party partners who help us provide and improve Wamsport platform, which makes it possible to operate our companies and provide free services to people around the world. We don't sell any of your information to anyone, and we never will. We also impose strict restrictions on how our partners can use and disclose the data we provide. Here are the types of third parties we share information with:

#### Advertisers.

We provide advertisers with reports about the kinds of people seeing their ads and how their ads are performing, but we don't share information that personally 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 permission. For example, we provide general demographic and interest information to advertisers (for example, that an ad was seen by a woman between the ages of 20 and 35 who lives in Sidney and wants to play basketball) to help them better understand their audience. We also confirm which Wamsport ads led you to make a purchase or take an action with an advertiser.

## Measurement partners.

We share information about you with companies that aggregate it to provide analytics and measurement reports to our partners.

#### Partners offering goods and services in the Wamsport.

When you subscribe to receive premium content, or buy something from a seller's ad in the Wamsport platform, the content creator or seller can receive your public information and other information you share with them, as well as the information needed to complete the transaction, including shipping and contact details.

#### Vendors and service providers.

We provide information and content to vendors and service providers who support our business, such as by providing technical infrastructure services, analyzing how Wamsport are used, providing customer service, facilitating payments or conducting surveys.

#### Researchers and academics.

We also provide information and content to research partners and academics to conduct research that advances scholarship and innovation that support our business or mission, and enhances discovery and innovation on topics of general social welfare, technological advancement, public interest, health and well-being.

# Law enforcement or legal requests.

We share information with law enforcement or in response to legal requests in the circumstances outlined below.

Learn more about how you can control the information about you that you or others share with third-party partners in the Wamsport Settings.

# V. How can I manage or delete information about me?

We store data until it is no longer necessary to provide Wamsport, or until your account is deleted - whichever comes first. This is a case-by-case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs.

When you delete your account, we do not delete things you have posted, including your photos and videos. You can delete posts before deleting your account. If you delete you profile account you won't be able to recover that information later. Information that others have shared about you or your content isn't part of your account and won't be deleted. If you don't want to delete your account but want to temporarily stop using the Wamsport, you can deactivate your account instead. To delete or deactivate your account at any time, please visit the Wamsport Settings.

# VI. How do we respond to legal requests or prevent harm?

We access, preserve and share your information with regulators, law enforcement or others:

- · In response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States when we have a good-faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.
- When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the Wamsport, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights and property), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm. For example, if relevant, we provide information to and receive information from third-party partners about the reliability of your account to prevent fraud, abuse and other harmful activity on and off the Wamsport platform.

Information we receive about you (including financial transaction data related to purchases made with Wamsport) can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our terms or policies, or otherwise to prevent harm. We also retain information from accounts disabled for terms violations for at least a year to prevent repeat abuse or other term violations.

## VII. How do we operate and transfer data as part of our global services?

We share information globally. Your information may, for example, be transferred or transmitted to, or stored and processed in the United States or other countries outside of where you live for the purposes as described in this policy. These data transfers are necessary to provide the services set forth in our Terms of Use and to globally operate and provide our services and content to you. We

rely on the European Commission's adequacy decisions about certain countries, as applicable, and obtain your consent for these data transfers to the United States and other countries.

# VIII. How will we notify you of changes to this policy?

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using Wamsport.

# IX. How to contact Wamsport with questions

If you have questions about this policy, you can contact us as described below

You can contact us by email: wamsport@gmail.com