

# APPLICATION TERMS OF USE

This Privacy Policy adopted by What Watch Holdings GmbH (hereinafter, "**WW**") is incorporated into and is subject to the Terms and Conditions (hereinafter, "**TC**") for use of applications related to the What Watch products (hereinafter, the "**Application**"). The Privacy Policy is a very important document which may affect your rights, so please, read it carefully. Please, do not use the Application if you do not agree to the Privacy Policy.

## 1. Scope of use

- 1.1. This Privacy Policy describes how WW collects, uses and shares the information about the users of the Application, including personally identifying information.
- 1.2. Please, note that the information posted or submitted by you at your discretion while using the Application is not personally identifying information under this Privacy Policy, such information is regarded as content and is regulated by the TC.
- 1.3. This Privacy Policy does not apply to the practices of companies that WW does not own or control, or to individuals whom WW does not employ or manage, including any of the third parties to which WW may disclose user information as set forth in this Privacy Policy.

## 2. Information WW Collects

WW may obtain the following types of information concerning you or your mobile phone device and your auxiliary devices you use with the Application (such as What Watch watches), which may include information that can be used to identify you as specified below ("Personally Identifying Information") from the following sources:

### 2.1. Information provided by you

You will be asked to provide certain product information, such as the serial number of your What Watch product. You may also be asked to provide certain personally identifiable Information, such as your full name, your e-mail address, date of birth, etc. while registering the Application. You may provide such information by yourself or give WW permission to import such information from your account on a social network. You may also - at your full discretion - provide your contact information and information about age, relationship status, place of residence, your photo, your interests, hobbies, relatives, occupation. You acknowledge that WW may periodically access your address book or contact list on your mobile phone to locate other users of an Application.

### 2.2. Information provided by other users

Other users may provide your Personally Identifiable Information by using such functions of the Application as tagging you in a photo or status update, marking your location, or adding you to a group including by posting on social network websites.

### 2.3. Information provided by your devices

Your mobile phone devices and the auxiliary devices you use with the Application (such as What Watch watches) may provide some information that may potentially identify you, such as the type (including identifiers) of the device, platform type, IP address or mobile phone number, your internet service, operating system, geolocation information, the browser you use, browser language, or the pages you visit.

### 2.4. Information provided by your Application

The Application may provide some of your behavior information, such as your visiting a game, application, social network or website related to or connected with Application, viewing other users' accounts, sending or receiving a messages, searching for a friends or information, providing information, uploading content, clicking on adds or other similar information. Such information is received with additional related data (or metadata), such as the time, date, and location related to such information.

### **3. Ways WW Uses Information**

The ultimate purpose of using information about user is to provide and support better services through the Application. In particular:

- 3.1. WW uses your behavior information in order to improve the quality and design of the Application, to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends.
- 3.2. WW uses your geolocation information to give you opportunity to tag your content, to find out whether any places of interest or other users are nearby, or we could request device information to improve the Application.
- 3.3. WW uses your Personally Identifiable Information in order to respond to your enquiries, to send you marketing communications, to communicate with you about our services, to inform you about our policies and terms.
- 3.4. WW uses your Personally Identifiable Information and your device information in order to offer you relevant (targeted) ads.
- 3.5. WW uses your Personally Identifiable Information and your device information in order to verify accounts and activity, and to promote safety and security of the Application, such as by investigating suspicious activity or violations of our TC.

### **4. Security, Sharing and Transfer of Information**

- 4.1. WW undertakes a number of standard adequate security measures and commercially reasonable efforts to ensure the security of your information and prevent it from loss, theft, unauthorized access, misuse, alteration or destruction. However, such measures do not constitute a warranty of security by WW and you use the Application to transmit information at your own risk. Please note, WW does not guarantee that your information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.
- 4.2. Most of sharing and transfer of your information is made by you while using the Application. You choose the users who will access information you share. You acknowledge that WW is not liable for any illegal or abusive use of your information by such users. You acknowledge that in case of sharing your information from the Application in social networks your information is subject to privacy policies of such social networks.
- 4.3. You agree that WW may share and transfer your information which no longer identifies you to the third party who is contracting party with WW, usually our services providers or advertising partners. If you give us your consent WW may share and transfer with third parties your Personally Identifiable Information. This third party may have its own policies and practices of processing of Personally Identifiable Information that shall guarantee the same security level as this Privacy Policy. At any event WW is not responsible for such policies or practices of any third party.
- 4.4. WW may share the Personal Data with law enforcement, data protection authorities, government officials, and other authorities when WW is legally bound to do so or to protect the safety of users and the Application.
- 4.5. Whether WW assigns its rights to the third party or is involved in a merger or similar transfer of assets, WW reserves the right to transfer or assign the information WW have collected from our users as part of such merger, acquisition, sale, or other change of control. In the event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

## **5. Storing and Managing Your Information**

- 5.1. WW stores your information for as long as it is necessary to provide services to you and others through the Application. Information associated with your account will be kept until your account is deleted, unless WW no longer needs your information to provide services.
- 5.2. If you believe that WW has incorrect Personally Identifiable Information that was provided through the Application, you may use your account to correct, amend, or delete this information at any time. You may deactivate or delete your account at any time as defined in the TC.

## **6. Changes to the Privacy Policy**

WW reserves the right to add to, change, update, or modify this Privacy Policy. Any such change, update, or modification will be effective immediately upon posting in App Store or Google play and you acknowledge that the ongoing use of the Application is independent and adequate consideration in support of such modification. If any modification is unacceptable, your only recourse is not to use the Application.

These Terms of Use were last modified on November 8<sup>th</sup>, 2016