# By signing up you agree to our Terms of Service and Privacy Policy

Effective: June 15, 2016

#### Terms of Service:

### Welcome to Trust!

Please read these Terms of Service (the "Terms") carefully because they govern your use of our services accessible via our mobile device applications (each referred to individually as the "App," and collectively the "Apps") as well as our website located at www.Trust.fyi (the "Site"), which enable you to create, watch and share testimonials with your friends, family and the general public, as further described in these Terms. To make these Terms easier to read, the Site, our services and the Apps are collectively called the "Services."

# **Agreement to Terms**

By accessing or using the Services you agree to be bound by these Terms, whether or not you are a registered user of our Services. These Terms apply to all visitors, registered users, and others who access the Services ("Users"). As long as you comply with these Terms, we authorize you to download and install a copy of the Apps to your mobile device, and to access and use the Services, for your own personal use. You understand and agree that all features available via our Apps may not be available via our Site and vice versa. You may not: (i) copy, modify or distribute the Services or any portion thereof for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the Services or any portion thereof to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the Services or any portion thereof; (iv) make the functionality of the Services or any portion thereof available to multiple users through any means; or (v) use the Services or any portion thereof in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

# Eligibility

You may use the Services only if you are 13 years of age or older and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

### Changes

The Services are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, Trust may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to Users generally and may not be able to provide you with prior notice. We also retain the right to create limits on access, use and storage or to charge a fee for the use of certain parts of the Services, which we may decide to do at any time, although we will provide you with prior notice before any such fees will take effect.

### **Creating an Account**

In order to access certain features of the Services, you'll need to create an account ("Account"). Creating an Account allows you to save, store, and share your content. As part

of this Account registration process, you may be requested to provide information about yourself in order to use the Services. You agree to provide and maintain true, accurate, complete and current information as requested by the Services. If you provide any information that is untrue, inaccurate, incomplete or not current, Trust has the right to suspend or terminate your Account and may prohibit you from using the Services at any time.

You can create an Account by registering your email account, cell phone number or by connecting to your Social Network Sites ("SNS") when available, such as LinkedIn, Twitter, Instagram, Snap Chat, Google+ and Facebook. LinkedIn, Twitter, Instagram, Snap Chat, Google+, Facebook are third party services and by connecting to Trust through any of them you give us permission to access and use your information from that service as permitted by that service, and to create an Account based on that information and store your log-in credentials for that service. You may only link your own SNS accounts to Trust. We will access and retrieve your account information from linked SNSs on your behalf and make certain information or services available to you through the Services. By linking your SNS accounts, you expressly authorize us to access your SNS account information, on your behalf as your agent and permit us to access, use, and in some cases, store your SNS account information to accomplish the foregoing.

# **Using the Services**

# **Content and Content Rights**

For purposes of these Terms: (i) "Content" means text, graphics, images, music, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, uploaded, downloaded, provided or otherwise made available through the Services; and (ii) "User Content" means any Content (including but not limited to audio recordings, video recordings and written messages) that Account holders (including you) provide to be made available through the Services. Content includes without limitation User Content.

# **Submitting and Recording Content**

Through the Services, Account holders can use their mobile device's built-in camera, microphone and keyboard. For purposes of clarity, an Audio Recording is comprised of only the audible components of a recording, while a Video Recording is comprised of both the visual and audible components of a recording, and written messages include text messages, notes, and survey responses. As part of our Services, we collect and store the User Content that you choose to make within the Apps while signed into your Account. We do not store or collect User Content made within the Apps that are not connected with a valid, signed-in Account. When you save User Content on the Services ("Saved User Content"), in addition to being accessible via the Services, this Saved User Content may be uploaded to Services and/or to one or more Trust owned channels on YouTube and other similar platforms.

This Saved User Content may be used for public, private, or unlisted consumption on the YouTube platform at the sole discretion of Trust. Account holders can control who sees their Saved User Content through the Services through the privacy settings on the Services. For example, if enabled, an Account holder may make their Saved User Content private on the Services, which will hide this Saved User Content from other users of the Services. Account holders may also delete a Saved User Content from the Services. By default, all User

Content made and saved by you through the Services are available for public viewing on both the Services and the Trust owned channel(s) on YouTube and other similar platforms. We strongly caution you that if you do not want User Content made via the Services to appear in the public domain, DO NOT submit User Content and DO NOT save them to your Account!

Once an Account holder has saved User Content to his Account, he/she can share that User Content with friends within the Services, post links to that User Content via his Trust accounts, and submit the User Content in contests hosted by Trust through the Services. Account holders will also be able to listen to and view User Content created by others, including User Content created by Users of the Services that they have chosen to "follow." As an Account holder, you'll be able to view other Users' comments regarding User Content, and you'll also be able to post your own comments about a third party's User Content (including whether you 'like' particular User Content).

# **Managing Your Account**

You are responsible for maintaining the confidentiality of your Account. You agree to notify Trust immediately of any unauthorized use of your Account or any other breach of security related to your Account. You are responsible for all activities that occur under your Account whether or not you have knowledge of those activities. You agree to only use your legal name and NOT to use user names, profile names, stagenames or other publicly facing account or profile names that are offensive, obscene, or harassing to others. We reserve the right to reclaim any user name or stagename or require you to remove or change your user name or stagename at any time and for any reason in our sole discretion.

# Rights in User Content Granted by You

Our Services allow you and other Users to post, link, store, share and otherwise make available User Content. You are responsible for the User Content that you post to the Services, including its legality, reliability, and appropriateness. By making any User Content available through the Services, you hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable right and license, with the right to grant sublicenses, to access, use, modify, creative derivative works of, publicly perform, publicly display, reproduce, and distribute, in any form, medium, or technology now known or later developed, throughout the universe, your (i) User Content and derivatives thereof for the purposes of operating and providing the Services; and (ii) Saved Video Recordings for any purpose. You and Trust agree that Trust has the non-exclusive right to monetize your saved User Content through any available monetization methods and models, without any further consent from or obligation to you.

To the extent you include or associate your name, image, biography/resume, recorded words or actions, voice/sound, or photograph in or with your User Content (collectively, your "Likeness"), you hereby grant, and agree to grant, to Trust consent and permission, on a royalty-free basis, to use, incorporate, exhibit, reproduce, distribute, promote, and publicize your Likeness, throughout the world, in connection with your User Content and Saved Video Recordings as contemplated herein. Such consent and permission is fully sublicensable by Trust through multiple tiers of sublicensees.

You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your

User Content, nor any use of your User Content by Trust as contemplated herein will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You can remove User Content that you created, saved, or shared from the Services by specifically deleting it. In certain instances, however, some of your User Content may not be completely removed and copies of your User Content may continue to exist on the Services and/or elsewhere.

# **Rights Granted by Trust**

Subject to the terms and conditions of these Terms, we grant you a license to use the Services, including creating, accessing and viewing Content, for your personal, noncommercial use to allow you to create and share videos and audio, connect with users, comment and interact with User Content as expressly permitted by the features of the Services. Trust may terminate this license at any time for any reason or no reason. Except for the rights and licenses expressly granted, Trust reserves all other rights and no other rights are granted by implication or otherwise. Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit the Content (except for your User Content) without our permission.

We strive for a safe and clean community on Trust; however, by using the Services, you may be exposed to certain User Content that could be offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any Content available in connection with the Services. Trust shall not be liable in any way for any User Content made available via the Services, including but not limited to any errors or omissions in any such User Content or any loss or damage of any kind resulting from any use of such User Content. You may notify Trust of any User Content that you believe violates these Terms, or other inappropriate user behavior, by emailing Trust support at support@Trust.fyi and Trust reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your own User Content) without notice for any reason or for no reason at any time.

### **Social Sharing**

If you choose, you may share links to your User Content on certain of your Trust accounts and via email, through the social sharing functionality we've implemented through the Services.

### **Alerts and Notifications**

As part of the Services, you may (if enabled) receive push notifications, alerts, emails, or other types of messages directly sent to you outside or inside the Apps ("Push Messages"). If you decide to enable such Push Messages, you agree to receipt of communications from Trust via the Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that third party messaging fees may occur relating to these Push Messages depending on the message plan you have with your wireless carrier. As part of providing you the Services, we may need to provide you with certain notifications and communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account, which you may not be able to opt-out from receiving.

#### **General Prohibitions**

We ask that you respect your Trust community and other Users when creating and sharing Content and using the Services. When sharing Content or otherwise using the Services, you agree not to:

- submit material that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law;
- publish falsehoods or misrepresentations that could damage us, our users or any third party;
- publish any private information of someone, like their address, phone number, email address, and similar information without their permission;
- submit or publish material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- post advertisements;
- impersonate another person or represent yourself as affiliated with us, our staff or other industry professionals;
- solicit a user's password or other account information; or
- harvest user names, addresses, or email addresses for any purpose;
- attempt to access or search the Services or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third party web browsers;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for any commercial purpose or for the benefit of any third party or in any manner not explicitly permitted by these Terms;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

This list is an example and is not intended to be complete or exclusive. We don't have an obligation to monitor your access to or use of the Services or to review or edit any Content, but we have the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any

time and without prior notice, to remove or disable access to any Content, that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to the Services, and to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms.

#### **Your Interaction with Other Users**

You are responsible for your interaction with other Users and other parties that you come in contact with through your use of the Services. Trust reserves the right, but has no obligation, to monitor and manage interactions between you and other Users. You will fully cooperate with Trust to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting Trust access to any password-protected portions of your Account. We also reserve the right to disclose any information that you submit through the Services, if in our opinion, we suspect or have reason to suspect, that the information involves a party who may be the victim of abuse in any form. This information may be disclosed to the proper authorities that we deem appropriate. Trust hereby disclaims any and all liability to you or any third party relating to any dispute between you and other Users.

# **Privacy Policy**

We care about the privacy and security of our Users. Please refer to our Privacy Policy for information on how we collect, use and disclosure information from our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your Personally Identifiable Information collected, used, transferred to and processed in the United States.

# **Copyright Policy**

We do not permit copyright infringing activities and infringement of intellectual property rights on the Services and will remove any such Content if properly notified that such Content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you can submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

• a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at support@Trust.fyi or by mail at Copyright Agent, c/o Powerful Concepts, LLC, dba Trust Society Social Network Co., dba Trust, 555 Bryant Street, Suite 169 Palo Alto, CA 94301

# **Rights and Terms for Apps**

# **Rights in App Granted by Trust**

Subject to your compliance with these Terms, Trust grants you a limited non-exclusive, non-transferable license to download and install a copy of the applicable App on a single mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you'll use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Trust reserves all rights in and to the App not expressly granted to you under these Terms.

# **Additional Terms for App Store Sourced Applications**

For any App Store Sourced Application, you acknowledge and agree that:

- these Terms are concluded between you and Trust, and not with the Apple, and that Trust (not Apple), is solely responsible for the App Store Sourced Application;
- Apple has no obligation to furnish any maintenance and support services with respect to the App Store Sourced Application;
- in the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App Store Sourced Application to conform to any warranty will be the sole responsibility of Trust;
- Apple is not responsible for addressing any claims that you or any third party may
  have relating to the App Store Sourced Application or your possession or use of the
  App Store Sourced Application, including, but not limited to: (i) product liability
  claims; (ii) any claim that the App Store Sourced Application fails to conform to any
  applicable legal or regulatory requirement; and (iii) claims arising under consumer
  protection or similar legislation;
- in the event of any third party claim that the App Store Sourced Application or your possession or use of that App Store Sourced Application infringes that third party's

intellectual property rights, Trust will be solely responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by these Terms:

Apple and its subsidiaries are third party beneficiaries of these Terms as related to your license of the App Store Sourced Application and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof;

- you must also comply with all applicable third party terms of service when using the App Store Sourced Application; and
- you'll comply with all U.S. and foreign export laws and regulations to ensure that neither the App Store Sourced Application nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws or regulations. By using the App Store Sourced Application you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

# **Terminating Your Account**

You may close your Account at any time by sending an email to support@Trust.fuyi. We reserve the right to suspend or terminate your Account for any reason, without notice or liability to you, including if in our sole determination you violate any of these Terms. Upon suspension or termination of your Account, your User Content that was created, commented on, shared, or otherwise originating from the Services will remain on the Services, however, you will not be able to access that content from your Account. Some goods and services are made available for purchase by you for "real world" money through the Services (such as subscriptions to our music library) directly from third party retailers. We have no control or influence over such third party retailers or their refund policies. Should your Account be terminated for any reason prior to your receipt of these goods and services (or in the case of subscriptions, prior to the end of your subscription term), your sole recourse is to seek a refund from the applicable third party retailer. We will take whatever action we deem fit, in our sole discretion, to assist you in securing such a refund, but in no event will we be liable to you in connection with your inability to obtain any refunds.

# Indemnity

You agree to indemnify and hold harmless Trust and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), arising out of or in any way related to: (i) your access to or use of the Services or Content; (ii) your User Content; or (iii) your breach of any of these Terms.

# **Links to Third Party Sites**

The Services may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Trust. Trust does not endorse or assume any responsibility for any such third party sites, information, materials, products, or services. If you access any third party website, service, or content from the Services, you do so at your own risk and you agree that Trust will have no liability arising from your use of or access to any third party website, service, or content.

### **Ownership**

Our Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, we (or our licensors) exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, including in any Content (except for your User Content). You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the Services ("Feedback") will be the sole and exclusive property of Trust and you hereby irrevocably assign to us all of your right, title and interest in and to all Feedback.

### **Disclaimer**

You understand and agree that the Services, including without limitation all Content and other subject matter included within the Services, are provided to you "AS IS" and on an "AS AVAILABLE" basis, without warranty of any kind. Without limiting the foregoing, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no representations, warranties, or guarantees relating to the quality, suitability, truth, accuracy or completeness of any Content. You acknowledge sole responsibility for and assume all risk arising from your use of or reliance on any Content.

### **Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT REMAINS WITH YOU AND YOU USE THE SERVICES AT YOUR OWN RISK. YOU AGREE THAT NEITHER TRUST NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATED TO THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TRUST HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT WILL TRUST'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED FIFTY DOLLARS (\$50). THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TRUST AND YOU.

#### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **General Terms**

These Terms are governed by the laws of the State of California, without regard to any conflict of laws rules or principles. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have between us regarding the Services. We may revise these Terms from time to time, and we will try to provide at least 30 days notice prior to any new terms taking effect. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms. You may not assign of transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Trust may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

### **Questions & Contact Information**

Please contact us if you have any questions about our Terms at support@Trust.fyi

# **Trust Privacy Policy**

Effective: June 15, 2016

This Privacy Policy describes the privacy practices that we, Powerful Concepts, LLC, dba Trust Society Social Network Co., dba Trust, collectively know as ("Trust"), employ with regard to collecting, using and disclosing information, both personal and non-personal, that we receive when you use our Services. When we say "Services" in this Privacy Policy, we mean the "Services" as defined in our Terms of Service, accessible at http://www.Trust.fyi/terms and via our mobile device applications. This Privacy Policy applies only to those websites, services and applications included within "Services" and doesn't apply to any third-party websites, services, or applications, even if they are accessible through our Services.

We are committed to safeguarding any personal information collected through the Services. This Privacy Policy is intended to inform you of our policies and procedures regarding the collection, use and disclosure of information on our Services. We also want to inform you about your choices regarding information. If you have any questions or concerns, please let us know (see "How to contact us" section below).

Unless otherwise defined in this Privacy Policy, capitalized terms used in this Privacy Policy have the same meanings as in our Terms of Service, accessible at www.Trust.fyi/terms. As used in this Privacy Policy, the terms "using" and "processing" information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our organization or among our affiliates within the United States or internationally.

### **How We Collect Info**

We collect info in the following ways:

When you complete your registration to join Trust and access the Services and/or by logging into an account that you already have with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook, Instagram, LinkedIn, SnapChat, Google+, and Twitter) via our Services. For example, our Services allow you to create an Account and login to the Services using your Facebook account credentials through Facebook Connect. We collect information that you voluntarily provide to become a registered User of our Services, and when you use certain aspects of our Services (e.g., entering an email address on a form to send an email from your Account.)

We collect voluntary information from you, the Account holder, to add to your Account. This is completely voluntary on your part and we make every attempt possible to collect as little personally identifiable information to create these profiles.

When you browse or use our Services, technological tools including "Cookies" collect certain information, as explained in the following section.

### What Information We Collect and How We Use It:

### **Personal Information:**

We collect personally identifiable information ("Personal Information," or "PII") directly from you when you create an Account. Personal information is information that identifies you and may be used to contact you either online or offline. Personal Information may include, but is not limited to, your profile photo, stage name, audio recordings, video recordings, text, and email address. Additionally, if you register using a valid SNS account, we use the Personal Information you have already provided to Trust (such as your "real" name, email address and other information you make publicly available as well as additional information you've provided specific permission to Trust to access via the Services) to create your Account on our Services; the information we collect may depend on the privacy settings you have with the SNS, so please consult the SNS's privacy and data practices. For example, by using Facebook Connect, you are allowing Trust to access the Personal Information in your Facebook account pursuant to the Facebook Terms of Use regarding your use of the Services via Facebook. If authorized by you, we may also access profile and other information from services like Facebook.

We use your Personal Information (in some cases, in conjunction with your "Non-Identifying Information," see below) to provide the Services to you. For example:

# **Account registration:**

We create your Account for your use of the Services based upon the Personal Information you provide.

#### Communications:

We may use your Personal Information to contact you with Trust newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your "preferences" information in your Account settings. (See "Your choices regarding information," below.) As part of providing you the Services, we may need to provide you with certain notifications and communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account, which you may not be able to opt-out from receiving.

### **Customer service:**

We use your Personal Information to respond to your questions and/or inquiries.

### **Audio & Video Content**

As part of our Services, we collect and store the audio and video recordings that you choose to make within the Apps while signed into your Account. We do not store or collect audio or video recordings made within the Apps that are not connected with a valid, signed-in Account. When you save an audio recording on the Services, such audio recording is stored on our servers. Audio recordings that are uploaded to the Services are set to "public" by default, which means that anybody with an Account can view them. You can change your privacy settings to make an audio recording "private", in which case only other Account holders with whom you've shared a link to such audio recording will be able to access it. You can also delete an audio recording from the Services. Deleting an audio recording will prevent anyone (including you) from accessing the audio recording; however, Trust may

retain an archived copy. When you save a video on the Services, this video is uploaded to a Trust owned channel(s) on the YouTube platform. The video is accessible via the Services through a link on your Account profile to the applicable channel on YouTube. When you save a video, by default the video is set as a "public" video both on the Services and on YouTube, which means that anybody can view it via the Services or YouTube. As an Account holder, you may make a video private on the Services, which will hide this video from other users of the Services and semi-hide it from YouTube users. Videos that you set to "private" through the Services can be shared with other Account holders by sharing a link with such other Account holders. As an Account holder you may also delete a video from your Account on the Services. Deleting a video from the Services makes such video inaccessible thereafter through the Services, and will make the video private on YouTube (such that only Trust will be able to access it). Videos saved to the Services may be used for public, private, or unlisted consumption on the YouTube platform, and other similar platforms at the sole discretion of Trust. Again, by default, all audio and video recordings made and saved by you through the Services are available for public viewing on both the Services and the Trust owned channel(s) on YouTube and other similar platforms. We strongly caution you that if you do not want video or audio recordings made via the Services to appear in the public domain, DO NOT save them to your Account.

# **Non-Identifying Information**

We also collect other information that you provide as part of registration, the operation, and personalization of your Account that cannot reasonably be used to identify or contact you (e.g., individual preferences) ("Non-Identifying Information"). Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be personally identified or contacted. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other Non-Identifying Information (for example, your viewing preferences).

We may combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other Trust users to attempt to provide you with a better experience, to improve the quality and value of the Services and to analyze and understand how our Services are used. We may also use the combined information without aggregating it to serve you specifically, for instance to deliver a product to you according to your preferences or restrictions.

### Log Data:

Our servers automatically record certain information about how a person uses our Services, including both Account holders and non-Account holders ("Log Data"). This Log Data may include information such as the browser type or the webpage you were visiting before you came to our Services, pages of our Services that you visit, the time spent on those pages, information you search for on our Services, access times and dates, and other statistics. We use this information to monitor and analyze use of the Services and the Services' technical administration, to increase our Services' functionality and user-friendliness, and to better tailor our Services to our visitors' needs. For example, some of this information is collected so that when you visit the Services again, it will recognize you and the information could then be used to serve advertisements and other information appropriate to your interests. We also use this information to verify that visitors to the Services meet the criteria required to process their requests.

#### Cookies:

Like many online services, Trust uses "cookies" on our Services to collect information. A cookie is a small data file that your browser transfers to your computer. We use cookies for two purposes. First, we utilize "persistent" cookies to save your login information for future logins to the Services. Second, we utilize "session ID" cookies to enable certain features of the Services, to better understand how you interact with the Services and to monitor aggregate usage by Trust Users and web traffic routing on the Services. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Services and then close your browser.

You can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Services or all functionality of the Services. We may engage third-party service providers (including third-party advertisers) that may also place their own cookies on your browser. Note that this Privacy Policy covers only our use of cookies and does not include use of cookies by such third parties.

# **Sharing of your information**

# **Trust Audio and Video Recordings and Account Information:**

When you register through the Services and submit Personal Information to create a profile, this information will represent you if you choose to share the audio and video recordings you create on the Trust platform. Your profile image, stagename, and the audio and video recordings that you have chosen to share, will be publicly accessible.

### **Information Shared with Third Parties:**

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information. We may also provide your Personal Information to our business partners or other trusted entities for the purpose of providing you with information on goods or services we believe will be of interest to you. You can, at any time, opt out of receiving such communications.

### Service Providers:

We may employ third party companies and individuals to facilitate our Services, to provide the Services on our behalf, to perform Services-related services (e.g., maintenance services, database management, analytics and improvement of the Services features) or to assist us in analyzing how our Services are used. These third parties have access to your Personal Information only to perform these tasks on our behalf.

# **Social Networking Sites:**

We may share the information in your Account (including your Personal Information) with the SNSs that you have linked to your Account.

### **Facebook Connect:**

You will be prompted to decide whether or not your activity on the Services will be shared

and disclosed on your Facebook service. We will not otherwise share content, videos, or other Account information to your Facebook account without your authorization.

# **Compliance with Laws and Law Enforcement:**

Trust cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We can disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process including, but not limited to, subpoenas, to protect the property and rights of Trust or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable activity.

### **Business Transfers:**

Trust may sell, divest, transfer, assign, share or otherwise engage in a transaction that involves, some or all of our assets, including any or all of the information described in this Privacy Policy, in the course of a corporate divestiture, merger, acquisition, joint venture, bankruptcy, dissolution, reorganization, or any other similar transaction or proceeding.

### Your choices regarding information

You have several choices regarding the use of information on our Services:

#### Your Audio:

You have control over whether to save and upload your audio recordings to the Services. We give you tools to send a link to the audio recording that resides on our Services.

### Your Videos:

You have control over whether to save and upload a video to Youtube.com and other similar platforms, however, once you select to save a recording on the Services, you do not have a choice as to where that video resides. It will reside on a Trust owned channel(s) on the YouTube platform and other similar platforms. We may give you the tools to favorite a video to your own YouTube channel and/or send a link to the video that resides on the YouTube platform and other similar platforms.

### Cookies:

If you decide at any time that you no longer wish to accept cookies from our Services for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. Consult your browser's technical information. If you do not accept cookies, however, you may not be able to use all portions of the Services or all functionality of the Services. If you have any questions about how to disable or modify cookies, please let us know at the contact information provided below.

### **Changing or Deleting Your Information:**

All Account holders may review, update, correct or delete the Personal Information in their Account by contacting us or by editing their profile via the Services. With respect to recordings made through the Services: You can change your privacy settings to make an audio recording "private", in which case only other Account holders with whom you've shared a link to such audio recording will be able to access it. Account holders can also delete an audio recording from the Services, which will prevent anyone (including you) from accessing the audio recording; however, Trust may retain an archived copy on its servers.

Through your privacy settings, videos saved to the Services can be made private on the Services, which will hide such videos from other users of the Services and semi-hide it from YouTube users. You may also delete a video from your Account on the Services, which will make such video inaccessible thereafter through the Services.

# How we store and protect information

### **Information Security:**

We care about the security of your information. We use commercially reasonable safeguards to preserve the integrity and security of information collected and maintained through the Services. However, we cannot ensure or warrant the security of any information you provide to us or guarantee that information on the Services may not be accessed, disclosed, altered, or destroyed by unauthorized persons.

### Phishing:

Identity theft and the practice currently known as "phishing" are of great concern to Trust. Safeguarding information to help protect you from identity theft is a top priority. We do not request your credit card information, login information, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission's http://www.ftc.gov/.

### **Breach Notification:**

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on the Services in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

### **International Transfer:**

Your information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, Trust transfers Personal Information to the United States and processes it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

# **California Do Not Track Disclosures**

Our Services are not set up to respond to Do Not Track ("DNT") signals. We use third party service providers like Google Analytics for tracking purposes.

# **Links to Other Sites**

Our Services may contain links to other websites and services. Any information that you provide on or to a third-party website or service is provided directly to the owner of the website or service and is subject to that party's privacy policy. Our Privacy Policy does not apply to such websites or services and we're not responsible for the content, privacy or security practices and policies of those websites or services. To protect your information we recommend that you carefully review the privacy policies of other websites and services that you access.

# **Our Policy Toward Children:**

Our Services are NOT directed to children under 13, and we do not knowingly collect PII from children under 13. We take extra steps to ensure that users creating Accounts are 13 or older. If we learn that we have collected PII of a child under 13, we will take steps to delete such information from our files as soon as possible. We encourage parents to take precautions to assure that their household is safe and protected when creating and sharing this video content.

# Changes

Any information that is collected is subject to the Privacy Policy in effect at the time such information is collected. We may, however, modify and revise our Privacy Policy from time-to-time. If we make any material changes to this policy, we will notify you of such changes by posting a new Privacy Policy and updating the "last modified" date at the top of this page or by sending you an email or other notification, and we will indicate when such changes will become effective. By continuing to access or use the Services after those changes become effective, you are agreeing to be bound by the revised policy.

#### How to contact us

If you have any questions about this Policy or any of the practices described herein, please contact us at: support@Trust.fyi

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