

YourMoji

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Terms of Use

Effective date: [March 1, 2015]

Welcome to YourMoji. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at **legal@fotobom.com, 714-253-9800 and 2211 Lombard St, San Francisco, CA 94123.**

These Terms of Use (the “Terms”) are a binding contract between you and Fotobom, LLC (“Fotobom,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

YourMoji takes the privacy of its users very seriously. For the current YourMoji Privacy Policy, please see this web address [**fotobom.com/yourmojiprivacy**]

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at **report@fotobom.com.**

What are the basics of using YourMoji?

You may be required to sign up for an account, and select a password and user name (“YourMoji User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your YourMoji User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If

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your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including YourMoji);
- (b) Violates any law or regulation;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your YourMoji account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) Copies or stores any significant portion of the Content;
- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in YourMoji?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including YourMoji's) rights.

You understand that YourMoji owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

Do I have to grant any licenses to YourMoji or to other users?

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Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy [fotobom.com/yourmojiprivacy] to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant YourMoji a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal YourMoji account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant YourMoji the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users)(a “Limited Audience User Submission”), then you grant YourMoji the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant YourMoji the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all YourMoji users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with YourMoji’s business or for any other purpose, provided that YourMoji will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide, provided that when you delete your YourMoji account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from YourMoji’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that YourMoji, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like YourMoji, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, click here [http://www.copyright.gov/onlinesp/agents/s/sc_stan.pdf]. To learn more about the DMCA, visit their website.

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren’t liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by YourMoji. When you access third party websites or use third party services, you accept that there are risks in doing so, and that YourMoji is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

YourMoji has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, YourMoji will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that YourMoji shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that YourMoji is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release YourMoji, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor

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at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Will YourMoji ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Does YourMoji cost anything?

The YourMoji Services are currently free, but we reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are currently using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

What if I want to stop using YourMoji?

You're free to do that at any time, by contacting us at support@fotobom.com; please refer to our Privacy Policy [fotobom.com/yourmojiprivacy], as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

YourMoji is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. YourMoji has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of YourMoji.

If you have deleted your account by mistake, contact us immediately at report@fotobom.com – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

I use the YourMoji App available via the Apple App Store – should I know anything about that?

These Terms apply to your use of all the Services, including the iPhone and iPad applications available via the Apple, Inc. ("Apple") App Store (the "Application"), but the following additional terms also apply to the Application:

- (a) Both you and YourMoji acknowledge that the Terms are concluded between you and YourMoji only, and not with Apple, and that Apple is not responsible for the Application or the Content;

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- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that YourMoji, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, YourMoji, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and YourMoji acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- (j) Both you and YourMoji acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, 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 against you as the third party beneficiary hereof.

What else do I need to know?

Warranty Disclaimer. YourMoji does not make any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from YourMoji or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL YOURMOJI BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO YOURMOJI IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law,] You agree to indemnify and hold YourMoji, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without YourMoji's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Orange County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Orange County, California, or the Central District of California.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the YourMoji may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and YourMoji agree that these Terms are the complete and exclusive statement of the mutual understanding between you and YourMoji, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of

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any kind to bind YourMoji in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and YourMoji agree there are no third party beneficiaries intended under these Terms.

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Privacy Policy

Effective date: [March 1, 2015]

We at YourMoji know you care about how your personal information is used and shared, and we take your privacy seriously. Please read the following to learn more about our Privacy Policy. **By using or accessing the Services in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and you hereby consent that we will collect, use, and share your information in the following ways.**

Remember that your use of YourMoji's Services is at all times subject to the Terms of Use [fotobom.com/yourmojiterms], which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use [fotobom.com/yourmojiterms].

What does this Privacy Policy cover?

This Privacy Policy covers our treatment of personally identifiable information ("Personal Information") that we gather when you are accessing or using our Services, but not to the practices of companies we don't own or control, or people that we don't manage. We gather various types of Personal Information from our users, as explained in more detail below, and we use this Personal Information internally in connection with our Services, including to personalize, provide, and improve our services, to allow you to set up a user account and profile, to contact you and allow other users to contact you, to fulfill your requests for certain products and services, and to analyze how you use the Services. In certain cases, we may also share some Personal Information with third parties, but only as described below.

As noted in the Terms of Use [fotobom.com/yourmojiterms], we do not knowingly collect or solicit personal information from anyone under the age of 13. If you are under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [report@fotobom.com].

Will YourMoji ever change this Privacy Policy?

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time as well, but we will alert you to changes by placing a notice on the [Fotobom.com], by sending you an email, and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used.

What Information does YourMoji Collect?

Information You Provide to Us:

We receive and store any information you knowingly provide to us. For example, through the registration process and/or through your account settings, we may collect Personal Information such as your name, email address, phone number, and third-party account credentials (for example, your log-in credentials for Facebook or other third party sites). If you provide your third-party account credentials to us or otherwise sign in to the Services through a third party site or service], you understand some content and/or information in those accounts (“Third Party Account Information”) may be transmitted into your account with us if you authorize such transmissions, and that Third Party Account Information transmitted to our Services is covered by this Privacy Policy, for example, you list of friends may be accessed. Certain information may be required to register with us or to take advantage of some of our features.

We may communicate with you if you’ve provided us the means to do so. For example, if you’ve given us your email address, we may send you promotional email offers on behalf of other businesses, or email you about your use of the Services. Also, we may receive a confirmation when you open an email from us. This confirmation helps us make our communications with you more interesting and improve our services. If you do not want to receive communications from us, please indicate your preference by **contacting us at support@fotobom.com.**

Information Collected Automatically

Whenever you interact with our Services, we automatically receive and record information on our server logs from your browser or device, which may include your IP address, device identification, “cookie” information, the type of browser and/or device you’re using to access our Services, and the page or feature you requested. “Cookies” are identifiers we transfer to your browser or device that allow us to recognize your browser or device and tell us how and when pages and features in our Services are visited and by how many people. You may be able to change the preferences on your browser or device to prevent or limit your device’s acceptance of cookies, but this may prevent you from taking advantage of some of our features. Our advertising partners may also transmit cookies to your browser or device, when you click on ads that appear on the Services. Also, if you click on a link to a third party website or service, such third party may also transmit cookies to you. Again, this Privacy Policy does not cover the use of cookies by any third parties, and we aren’t responsible for their privacy policies and practices.

We may use this data to customize content for you that we think you might like, based on your usage patterns. We may also use it to improve the Services – for example, this data can tell us how often users use a particular feature of the Services, and we can use that knowledge to make the Services interesting to as many users as possible.

Information Collected From Other Websites and Do Not Track Policy

Through cookies we place on your browser or device, we may collect information about your online activity after you leave our Services. Just like any other usage information we collect, this information allows us to improve the Services and customize your online experience, and otherwise as described in this Privacy Policy. Your browser may offer you a “Do Not Track” option, which allows you to signal to operators of websites and web applications and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and/or across different websites. Our Services do not support Do Not Track requests at this time, which means that we collect information about your online activity both while you are using the Services and after you leave our Services.

Will YourMoji Share Any of the Personal Information it Receives?

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We neither rent nor sell your Personal Information in personally identifiable form to anyone. However, we may share your Personal Information with third parties as described in this section:

Information that's no longer personally identifiable. We may anonymize your Personal Information so that you are not individually identified, and provide that information to our partners. We may also provide aggregate usage information to our partners, who may use such information to understand how often and in what ways people use our Services, so that they, too, can provide you with an optimal online experience. However, we never disclose aggregate usage information to a partner in a manner that would identify you personally, as an individual.

Advertisers: We allow advertisers and/or merchant partners ("Advertisers") to choose the demographic information of users who will see their advertisements and/or promotional offers and you agree that we may provide any of the information we have collected from you in non-personally identifiable form to an Advertiser, in order for that Advertiser to select the appropriate audience for those advertisements and/or offers. For example, we might use the fact you are located in San Francisco to show you ads or offers for San Francisco businesses, but we will not tell such businesses who you are. Or, we might allow Advertisers to display their ads to users with similar usage patterns to yours, but we will not disclose usage information to Advertisers except in aggregate form, and not in a manner that would identify you personally. Note that if an advertiser asks us to show an ad to a certain audience or audience segment and you respond to that ad, the advertiser may conclude that you fit the description of the audience they were trying to reach.

We may deliver a file to you through the Services (known as a "web beacon") from an ad network. Web beacons allow ad networks to provide anonymized, aggregated auditing, research and reporting for us and for advertisers. Web beacons also enable ad networks to serve targeted advertisements to you when you visit other websites. Because your web browser must request these advertisements and web beacons from the ad network's servers, these companies can view, edit, or set their own cookies, just as if you had requested a web page from their site. You may be able to opt-out of web beacon tracking conducted by third parties through our Services by adjusting the Do Not Track settings on your browser; please note that we don't control whether or how these third parties comply with Do Not Track requests.

Affiliated Businesses: In certain situations, businesses or third party websites we're affiliated with may sell or provide products or services to you through or in connection with the Services (either alone or jointly with us). You can recognize when an affiliated business is associated with such a transaction or service, and we will share your Personal Information with that affiliated business only to the extent that it is related to such transaction or service. One such service may include the ability for you to automatically transmit Third Party Account Information to your Services profile or to automatically transmit information in your Services profile to your third party account; for example, accessing your friend list from Facebook. We have no control over the policies and practices of third party websites or businesses as to privacy or anything else, so if you choose to take part in any transaction or service relating to an affiliated website or business, please review all such business' or websites' policies.

Agents: We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you; for example, we may use a payment processing YourMoji to receive and process your credit card transactions for us. Unless we tell you differently, our agents do not have any right to use the Personal Information we share with them beyond what is necessary to assist us.

User Profiles and Submissions: Certain user profile information, including your name, location, and any video or image content that such user has uploaded to the Services, may be displayed to other users to facilitate user interaction within the Services or address your request for our services. [Your account

privacy settings may allow you to limit the other users who can see the Personal Information in your user profile and/or what information in your user profile is visible to others.] Please remember that any content you upload to your public user profile, along with any Personal Information or content that you voluntarily disclose online in a manner other users can view (on discussion boards, in messages and chat areas, etc.) becomes publicly available, and can be collected and used by anyone. Your user name may also be displayed to other users if and when you send messages or comments or upload images or videos through the Services and other users can contact you through messages and comments. Additionally, if you sign into the Services through a third party social networking site or service, your list of “friends” from that site or service may be automatically imported to the Services, and such “friends,” if they are also registered users of the Services, may be able to access certain non-public information you have entered in your Services user profile. Again, we do not control the policies and practices of any other third party site or service.

Business Transfers: We may choose to buy or sell assets. In these types of transactions, customer information is typically one of the business assets that would be transferred. Also, if we (or our assets) are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, Personal Information could be one of the assets transferred to or acquired by a third party.

Protection of YourMoji and Others: We reserve the right to access, read, preserve, and disclose any information that we [reasonably] believe is necessary to comply with law or court order; enforce or apply our Terms of Use [fotobom.com/yourmojiterms] and other agreements; or protect the rights, property, or safety of YourMoji, our employees, our users, or others.

Is Personal Information about me secure?

Your account is protected by a password for your privacy and security. If you access your account via a third party site or service, you may have additional or different sign-on protections via that third party site or service. You must prevent unauthorized access to your account and Personal Information by selecting and protecting your password and/or other sign-on mechanism appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

We endeavor to protect the privacy of your account and other Personal Information we hold in our records, but unfortunately, we cannot guarantee complete security. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

What Personal Information can I access?

Through your account settings, you may access, and, in some cases, edit or delete the following information you’ve provided to us:

- user profile information, including images and videos you have uploaded to the site

The information you can view, update, and delete may change as the Services change. If you have any questions about viewing or updating information we have on file about you, please contact us at [support@fotobom.com].

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of Personal Information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties.

YourMoji

If you are a California resident and would like a copy of this notice, please submit a written request to: [\[legal@fotobom.com\]](mailto:legal@fotobom.com).

What choices do I have?

You can always opt not to disclose information to us, but keep in mind some information may be needed to register with us or to take advantage of some of our features.

You may be able to add, update, or delete information as explained above. When you update information, however, we may maintain a copy of the unrevised information in our records. You may request deletion of your account by [\[support@fotobom.com\]](mailto:support@fotobom.com). Some information may remain in our records after your deletion of such information from your account. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally.

What if I have questions about this policy?

If you have any questions or concerns regarding our privacy policies, please send us a detailed message to [\[legal@fotobom.com\]](mailto:legal@fotobom.com), and we will try to resolve your concerns.

YourMoji

Copyright Dispute Policy

Effective date: [March 1, 2015]

In accordance with the DMCA, we've adopted the policy below toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

Remember that your use of YourMoji's Services is at all times subject to the Terms of Use [fotobom.com/yourmojiterms], which incorporates this Copyright Dispute Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use [fotobom.com/yourmojiterms].

- (1) Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to the YourMoji's Designated Agent to Receive Notification of Claimed Infringement (our "Designated Agent," whose contact details are listed below):
 - (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 - (b) Identification of works or materials being infringed;
 - (c) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that YourMoji is capable of finding and verifying its existence;
 - (d) Contact information about the notifier including address, telephone number and, if available, email address;
 - (e) A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
 - (f) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
- (2) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:
 - (a) remove or disable access to the infringing material;
 - (b) notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
 - (c) terminate such content provider's access to the Services if he or she is a repeat offender.
- (3) Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:

- (a) A physical or electronic signature of the content provider;
- (b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- (c) A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- (d) Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which YourMoji is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, YourMoji may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that YourMoji may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at YourMoji's discretion.

Please contact YourMoji's Designated Agent at the following address:

Andrew LaForge

Email: andrew@fotobom.com

Phone: 714-253-9800

Address: 2211 Lombard Street, San Francisco, CA 94123

For more information,

please visit http://www.copyright.gov/onlinesp/agents/s/sc_stan.pdf