

# Mobjority - PRIVACY POLICY

The Mobjority app and its accompanying services provide an anonymous platform for users to obtain answers to questions, to state what is on their minds and to obtain regional information via mapping and GPS services.

Petohmi Software, LLC (“**Petohmi Software**,” “**We**,” “**Us**,” or “**Our**”) operates the Mobjority application and related websites (each, an “**App**”, an “**Application**” or a “**Site**”, respectively) and several related services (all such services, “**Services**”).

Petohmi Software, LLC respects your privacy. This Privacy Policy describes:-

- the information that we collect from users;
- how that information is used by us; and
- the rights and options available to users.

This Privacy Policy is incorporated as part of Our Terms of Use (the "Terms of Use" or the "Terms").

Your use of the Services is subject to the Terms of Use, Copyright Policy and this Privacy Policy and indicates your consent to them.

The Services are not intended for use by persons under the age of 18. If you are under 18, you may not download or use the Application.

In this Privacy Policy, the term "personal information" means any information collected by us or provided by you that, with reasonable efforts, may be used to identify you, which may include your gender, race, birth year, device identification, in certain circumstances, your location.

## **Contact Us / Abuse reports**

If you believe that your privacy has been compromised by any person, in the course of using the Services, then please contact Us at:

[mobjority\\_privacy@petohmisoftware.com](mailto:mobjority_privacy@petohmisoftware.com).

You may send Us other requests, responses, questions and complaints by email at

[mobjority\\_support@petohmisoftware.com](mailto:mobjority_support@petohmisoftware.com).

## **Information that is being collected**

We allow you to use the Services whether or not you choose to set up a username for yourself. Note that in order to access certain features of the Services (for example as asking questions, viewing map data) you will need to set up a username.

The categories of information collected by Us will include all or just some of the following, depending on how you choose to use the Services.

Whenever you use the Services, We will collect:-

- detailed location, for example in the form of GPS signals and other information sent by your mobile device on which the Application is installed and activated. We use this location information to provide regional information (moods of other users, restaurants and other businesses) while using the Application; and
- information about your use of the Services. See “Meta-data that we collect”, below;
- If you choose to use the Services in a manner detailed below, We may also collect:-
- information that you choose to share with Us, including a username you have chosen, questions and answers associated with your username, messages, search queries.
- information required when setting up a username you have chosen, such as your name and gender. Bear in mind that false, or incorrect information may impair Our ability to provide you with the Services. We will explicitly indicate the fields for mandatory completion. If you do not enter the requisite data in these fields, you may not be able to set up a username

Please note that when you first install the Application on your mobile device, We will not set up an account associated with that mobile device. We will collect and use your information, in accordance with this Privacy Policy, whenever you activate the Application on that mobile device.

In order to access certain features of the Services (for example, answering and asking questions, map viewing, and setting your mood), you will need to set up a username.

If you do set up a username and password in the Application:-

- We will link all of your information with your Account and that username. This includes information received from all mobile devices running the Application on which you have chosen to sign in using your username and password;
- with the exception described in the bullet below, your Account and information associated with your Account will be visible only to Us; and
- when using the Application, your approximate location and other information you contribute will be visible to other users associated with that username.

### **Uses of information**

We may use information collected from or provided by you for the following purposes:

- to provide you with the Services. For example, We may:-

use your location and/or search query history to provide services and to provide information and advertisements about sites, shops and other places and attractions in your close vicinity, or that we believe, based on your search query history, you may find interesting; and

- to operate the Services and to improve and customize your experience with the Services. For example, We may use your mood information or location to show businesses that may be of interest to you;
- to provide you with support and handle requests and complaints;
- to send you updates, notices, announcements, and additional information related to the Services;
- to display or send to you marketing and advertising material when you are using the Application, in accordance with the section titled 'Advertising Campaigns' under this Privacy Policy. For example, We may use your location information to display advertisements for businesses in your close vicinity;
- We will not knowingly share your personal information with any advertisers, without your explicit consent and as allowed for under this Privacy Policy;
- to create aggregated and/ or anonymous data (where such data does not enable the identification of a specific user). See “How do We use aggregated information”, below;
- to conduct surveys and questionnaires;
- to share your submissions with other users of the Services and to facilitate communication between you, Us and other users;
- to enforce the Terms of Use;
- to contact you when We believes it to be necessary;
- to comply with any applicable law and assist law enforcement agencies under any applicable law, when We have a good faith belief that Our cooperation with the law enforcement agencies is legally mandated or meets the applicable legal standards and procedures;
- to prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Services;
- to handle breakdowns and malfunctions;
- to take any action in any case of dispute, or legal proceeding of any kind between you and the Service, or between you and other users or third parties with respect to, or in relation with the Service;
- for purposes provided under this Privacy Policy and the Terms of Use.

Please note that the username you choose will be used to identify you when you use the Services. Your username will be included along with any information you submit for posting (such as map marker popups or chat messages). It will therefore be visible to others.

Further information may be collected when We exchange communications with you, for example, if you submit a request, contact Our support team, or report a violation to the abuse team.

### **Personal information that you share**

The Services are based on a community of users publicly sharing information with Us and with other members of that community.

In particular, users may choose to share personal information such as name, age, gender, and their location information.

The content that you share to all users is neither private nor confidential and you should not have any expectation of privacy with respect to it. You can decide whether or not to upload content to the Services. However any content that you submit for posting, may be viewed by all users of the Services and by Us.

We take great measures to provide you with the best experience you can have while using the Service. However, We have no control over the conduct of any user and disclaims all liability in this regard. Users are advised to carefully and thoroughly consider whether or not to make public or available any information and carefully examine all necessary details related to any communication with other users prior to any engagement or communication being made.

Participating in any user's activities as a result, directly or indirectly, from using Our application, is entirely at your own risk. We are not a party to any agreement entered into between the users in any circumstances. The user has the sole and ultimate responsibility regarding compliance with all laws, regulation or any other duty. We do not accept any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with your participation in any activity or event initiated, held or conducted by a user or a third party nor in connection to any agreement between the users or third parties, including any activity or event related in any way, directly or indirectly, the Services or the use thereof.

### **Meta-data that we collect**

Mobjority collects information about the use of the Services. For example, Mobjority may record the frequency and scope of your use of the Services, information about the device on which you have installed the Application, the web pages that you visit via the Application, information that you read, content that you use or create, advertisements that you view or click on, your communications with other users and third parties, the Internet protocol (IP) address and the name of the domain that serve you to access the Services, and the geographic location of the computer system that you are using to log-in.

### **Accessing the Services**

In order to access certain features of the Services (for example, map information, moods), you will need to set up a username.

We may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing the Services or for accessing certain features or designated sections of the Services.

Your log-in details are your responsibility. You are fully accountable for any use or misuse of your Account and personal details as a result of conveying your details to someone else. You must maintain your log-in details in absolute confidentiality and

avoid disclosing them to others. Since Our application services are provided through Our anonymous platform, We have no means to change password or reset passwords.

### **Sharing information with others**

We do not sell, rent or lease your personal information to third parties.

We will not share your personal information with others, without your consent, except for the following purposes and to the extent necessary in Our good-faith discretion:

- as necessary for the operation of the Services. For example, making map markers which are associated with your username and your location;
- If We reasonably believe that you have breached the Terms of Use, or abused your rights to use the Services, or performed any act or omission that We reasonably believe to be violating any applicable law, rules, or regulations. We may share your information in these cases, with law enforcement agencies and other competent authorities and with any third party as may be required to handle any result of your wrongdoing;
- If We are required, or reasonably believe that it is required by law to share or disclose your information;
- In any case of dispute, or legal proceeding of any kind between you and Mobjority, or between you and other users with respect to, or in relation with the Services;
- In any case where We reasonably believe that sharing information is necessary to prevent imminent physical damage or damage to property;
- If We organize the operation of the Services within a different framework, or through another legal structure or entity, or if We are acquired by, or merged into or with another entity, or if We enter bankruptcy, provided however, that those entities agree to be bound by the provisions of this Privacy Policy, with respective changes taken into consideration;
- For facilitating the Service and to store your data on servers located in the U.S.A.
- To collect, hold and manage your personal information through cloud based or hosting services or a third party or a party affiliated or connected to Mobjority, as reasonable for business purposes, which may be located in countries outside of your jurisdiction, including but not limited to the United States of America.

### **How do We use aggregated information?**

We may use anonymous, statistical or aggregated information (including anonymous location information), in a form that does not enable the identification of a specific user, to properly operate the Services, to improve the quality of the Services, to enhance your experience, to create new services and features, including customized services, to change or cancel existing content or service, and for further internal, commercial and statistical purposes.

We may also use anonymous, statistical or aggregated information collected on the Services, in a form that does not enable the identification of a specific user, by posting,

disseminating, transmitting or otherwise communicating or making available such information to users of the Services, to the Services' providers, partners and any other third party. For example, GPS information that we receive from your mobile device may be provided to map editors in an aggregated and/ or anonymous form to help improve the map and solve map problems.

## **Cookies**

We may use cookies on the Services. Cookies are packets of information sent by the Website's servers to your web browser and then sent back by the browser each time it accesses the Website's servers.

We may use cookies for various purposes, to facilitate the use of the Website, to collect statistical information, to verify information, and to customize the Website to your personal preferences and for information security purposes.

Some of the cookies may expire when the session ends and you exit your browser. Other cookies are saved on your computer's hard drive. If you wish to block the Website's cookies, then please use the help button in your browser and follow the necessary instructions. However, bear in mind that disabling cookies may complicate or even prevent your use of the Website, or certain features thereof.

## **Advertising campaigns**

We may permit, solicit or contract certain other companies to conduct advertising campaigns on the Services.

The information and advertisements that you see when accessing the Services may be targeted on the basis of:

- geographic or contextual information which we collect from you;
- information received from third party partners; as well as
- your search query history.

The Service includes an internal messaging system which provides you the ability to send and receive messages to and from other users, and to receive marketing messages from us. You hereby agree that we may use the internal messaging system for the purpose of informing you regarding products or services, which may interest you.

We do not accept any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any user's advertising material.

It is clarified that We are not responsible for the content of said advertisements and the products delivered or services rendered thereby by third parties and you irrevocably and unconditionally agree that We shall not be held responsible or liable in connection thereof.

## **Information Security**

We consider information security to be a top priority. We implement systems, applications and procedures to secure your personal information, to minimize the risks of theft, damage, loss of information, or unauthorized access or use of information. However, these measures are unable to provide absolute assurance. Therefore, although We take great efforts to protect your personal information, We cannot guarantee and you cannot reasonably expect that Our databases will be immune from any wrongdoings, malfunctions, unlawful interceptions or access, or other kinds of abuse and misuse.

### **Changes to this Privacy Policy**

We may from time to time change the terms of this Privacy Policy. Substantial changes will take effect 30 days after We have posted a:

- system message to users notifying them of changes to the Privacy Policy; and
- notification on the Website's homepage or any other relevant web pages, explaining the changes to the Privacy Policy alongside a comparison of the “old” and “new” versions of the Privacy Policy.

Other changes will take effect 7 days after their initial posting on the Website. However, if We amend this Privacy Policy to comply with legal requirements, the amendments will become effective immediately upon their initial posting, or as required.

You agree to be bound by any of the changes made in the terms of this Privacy Policy. Continuing to use the Services will indicate your acceptance of the amended terms. If you do not agree with any of the amended terms, you must avoid any further use of the Services.

Last modified: 15th July 2017