

WillCalled Privacy Policy

LAST MODIFIED: June 16th, 2017

This WillCalled Privacy Policy ("Policy") sets forth how we collect, store, protect, and share user information. It should be read this in conjunction with our Terms & Conditions of use, available at <https://willcalled.com/terms-and-conditions>.

By downloading and installing the Willcalled application ("App") and using the Willcalled service ("Service"), you consent and agree that we can collect, transfer, store, disclose and use your information, including person identification information, as described in this Policy. Due to the nature of the App and Service, your information will be sent to and used in the United States regardless of the country you reside in, and by downloading and/or using the App or Service you consent to such transfer and use.

If you have any questions, suggestions or comments about this Policy, please feel free to contact us at info@Willcalled.com.

1. COLLECTION OF INFORMATION.

When you download the App and create an account ("Account"), we may collect certain information ("Account Information") about you, including, but not limited to:

- Full Name;
- Username;
Address(es) and Phone Number(s)
- Email address
- Gender;
- Date and/or location of birth;
- Sexual preference(s);
- Nationality and/or Citizenship;
- Photographs and/or Images;
- Financial information;
- Location; and
- Login information and friend lists for social media accounts that you connect to your WillCalled Account, including, but not limited to, Facebook, Instagram, Google, YouTube, and Twitter ("Social Media Accounts").

Once you register, you will be able to review and change some of this Account Information. This information helps to verify you as a user, and enhance the App and Service, Some Account Information may be visible to the public on your profile page.

You agree that some or all of the Account Information may be shared with third parties for purposes relating to the App or Services, such as, for example, any of our loyalty programs, sending gifts or communications, or delivery of tickets or other merchandise.

We may also collect additional information in connection with your use of the WillCalled App and/or Service, such as comments, messages, texts and posts.

If you contact Willcalled for customer support or other reasons, we may receive information provided by your means of communication, and may track your IP address as well as the information you send to us. We may keep records of all communications with you, including any complaints that we receive from you about other users, that we received from other users about you.

We recommend and encourage you and all users to consider carefully any information you disclose about yourself when using the App and/or Service. We do not recommend that you put potentially sensitive or private information, such as, but not limited to, full names, address, phone numbers, email addresses, website URLs, instant messaging details, financial information, credit or debit card numbers or information, national identity numbers, drivers' license information, and other information that is open to abuse or misuse, in your profile. Please be careful about posting sensitive or personal details about yourself, such as your religious or and health information. While you may voluntarily provide this type of information to us when you create your account or profile, including your sexual preferences and ethnic background, there is no requirement to do so.

Please also be careful about posting photographs or images, which may reveal information about yourself as well. When you do upload, post, display, or otherwise choose to tell us sensitive or personal information, you are explicitly consenting and agreeing to our processing of your information and making this public to other users.

By uploading, posting, displaying, messaging, or otherwise providing information about yourself through the App or Service, the amount of information, particularly sensitive or personal information, you share is at your own risk. Please see Section 4 below for more information on who can access what you upload or post through the App or Service. If you upload, post, display, message or otherwise provide anything that is inconsistent with our Terms and Conditions, we reserve the right to terminate your Account.

IF YOU PROVIDE A CELL PHONE OR MOBILE DEVICE NUMBER TO RECEIVE SMS MESSAGES FROM WILLCALLED, YOU EXPRESSLY CONSENT TO RECEIVING SMS MESSAGES FROM US PROMOTING OUR SERVICES AND PRODUCTS. ALTHOUGH WILLCALLED DOES NOT CHARGE A FEE FOR THIS SERVICE, YOUR CARRIER MAY CHARGE YOU FOR EACH MESSAGE YOU RECEIVE. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR SUCH CHARGES. IF YOU DO NOT WISH TO CONTINUE TO RECEIVE ANY MESSAGES VIA YOUR MOBILE DEVICE, YOU MAY OPT-OUT AT ANY TIME BY TEXTING "STOP" IN RESPONSE TO A MARKETING SMS MESSAGE.

Data Storage

By using the App and/or Service, you agree and acknowledge that WillCalled is a global application operating through servers located in a number of countries around the world, including the United States. If you live in a country with data protection laws, the storage of your personal data through the Willcalled App and/or Service may not provide you with the same protections as you enjoy in your country of residence. By submitting, uploading, or posting your personal or sensitive information, or by choosing to upgrade the services you use, or by making use of any of the applications available on WillCalled, you agree to the transfer of your personal or sensitive information to, and storage and processing of your personal or sensitive information in, any such countries and destinations, including, but not limited to, the United States.

Device Information

We may collect information about your mobile or computing device when you use the App or Service, including, but not limited to, the unique device identifier, device model, operating system, and MAC address. In addition, if you permit us to do so, the App may access your device's address book and contact lists in order to offer or provide certain features of our App and/or Service.

Geolocation Data

If you use or otherwise turn certain features on, we may collect your device's geolocation data and save your device's coordinates. We may also use your device's geolocation information to personalize the App and/or Services. Even if you have disabled location services, we may still determine your city, state, and country location based on your IP address.

Recording of Usage Data

Our servers automatically records or logs information created by your use of the Service ("Usage Data"). Usage Data may include information such as, but not limited to, your IP address, device location, browser type, referring domain, pages visited, access times, your mobile carrier, interaction with advertisements or users, and search terms. Other interactions with WillCalled and users may also be included in Usage Data.

We also may keep track of how you interact with links or applications available through the App or Service including, but not limited to, third party services and clients, whether by redirecting clicks or through other means. We may provide or share aggregate click statistics and related statistics with third parties.

Cookies

Like many websites and Internet applications, Willcalled uses "cookie" technology (small data files transferred and stored on your computing device's hard disk or other storage means) to collect additional website usage data and to improve our App and Services. Cookies store information about your website visits, and among other things, can help Willcalled recognize you and your preferences each time you use the App and/or Service.

By downloading or using the App and/or Services, you consent to our use of cookies. If for any reason you decide that you do not want to allow cookies to be used in conjunction with your use of the App or Services, you may set your browser and mobile or computing device settings to block cookies and/or local storage devices. Remember that if you do block cookies, you may not be able to access all of the features of the App or Service.

Our use of cookies and local storage devices, including specific cookie names, may change occasionally. If you would like to know more about cookies, including flash cookies and locational storage devices, please consult the following websites:

- www.allaboutcookies.org
- www.youronlinechoices.eu
- <http://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html>

2. USE OF INFORMATION.

You agree and consent to our use of your Account Information and any other data or information to:

- Offer and provide you the App and Service;
- Contact you with information about the App and Service, such as updates and new offerings;
- Personalize the App and Service, and the features and content we deliver to you;
- Conduct research and analysis about how you use and interact with the App and Services;
- Investigate and resolve disputes between you and other users; and
- Investigate and act on claims of fraud, infringement, or other illegal activities or violations of any law or rule or any provision of our Terms and Condition, protect our legal rights, and enforce our Terms & Conditions.

3. DISCLOSURE OF INFORMATION.

By uploading or using the App or Services, you consent and agree that we may share or disclose your Account Information to third parties, such as, but not limited to, when you use a third party web client or application to access your Account.

We also engage certain trusted third parties to perform functions for and provide services to us. We may share your Account Information with these third parties for the purposes of performing these functions and providing such services.

Willcalled will cooperate with all third parties to enforce their intellectual property or other rights. We will also cooperate with law enforcement enquiries from within or outside your country of residence. This may include preserving or disclosing any of your account information, usage data, or other information if we believe in good faith that it is necessary to comply with a law or regulation, or when we believe that disclosure is necessary (i) to comply with a judicial proceeding, court order, or legal request; (ii) to protect the safety of any person; (iii) to address fraud, security or technical issues; or (iv) to preserve or protect our rights or property or those of third parties. Willcalled reserves the right to any legal objection or right available to us.

In the event that WillCalled or any of our subsidiaries or affiliates are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that event or transaction.

You consent to and agree that Willcalled may share or disclose your aggregated or otherwise non-personal information with third parties for industry analysis and demographic profiling, and to provide, communicate or deliver to you targeted advertising about other products and services or for general marketing purposes. You may opt-out of receiving marketing messages by using the opt-out mechanisms and links provided in each email or communication.

4. WHAT OTHERS MAY SEE ABOUT YOU.

The Willcalled App and Service is designed to make it easier for you to connect, communicate, and interact with other users. When using the App or Service, you should assume that **anything** you post or submit on the App or Service may be publicly accessible and freely and openly viewed or displayed, both by users and non-users of the App and/or Service. Before you post or submit any content or information, be aware that this content or information may be searchable and identified by search engines.

If you use a Social Media Account to register or use the App or Services, you are authorizing us to access certain Social Media Account information, including information you make available via that Social Media Account, including, but not limited to, your friends or contacts list, relationship status, current location, and those friends you have in common with other WillCalled users. You also understand that your WillCalled profile and other information you make available via the App or Service, including information you provide directly or indirectly through any Social Media Account (e.g., Facebook photos, your name, age, approximate location, friends you have in common with other users, and other profile information), may be viewed and shared by other users of the App or Service with individuals who may or may not be users, or by third party applications.

5. MODIFYING YOUR ACCOUNT INFORMATION.

You may access or modify the Account Information you provided at any time. You also may permanently deactivate your Account. When your Account is deactivated, we take reasonable efforts to make sure it is no longer viewable on the App or Services. If you change your mind, or if your Account was accidentally or wrongfully deactivated, it may still be possible to restore your Account for up to 30 days after deactivation. After 30 days, we begin deleting your Account and Account Information from our systems. We are not responsible for any information, data, pictures, comments, messages, or other content that is deleted from our systems resulting from the deactivation of your Account.

To prevent abuse and/or misuse of the App or Services by a user following termination or deletion of an Account, we shall retain such information as we deem may be necessary, in our sole discretion, to ensure that a user does not open a new Account in breach of our Terms & Conditions, and also to ensure compliance with all laws, rules and regulations.

Warning: Even after you remove information from your profile or other parts of the App or Service, or deactivate your Account, copies of that information may still be viewable and/or accessed to the extent such information has been previously shared with others, copied or stored by others, or shared or identified by search engines. Willcalled cannot control this, and you agree and acknowledge that Willcalled is not liable for this. If you have given third party applications or websites access to your personal information or data, they may retain such information to the extent permitted under their terms of service or privacy policies. Removed and deleted information may persist in backup copies for up to 30 days to enable restoration.

6. MINIMUM AGE.

You have to be at least 18 years old to use the App and Service. If you are less than 18 years old, we request that you do not submit information to us. If we become aware that a child, minor or anyone under the age of 18 has registered with us and provided us with personal information or data, we will take steps to terminate that person's registration and delete their Account Information and any other information or data from Willcalled. If we do terminate or delete an Account due to a breach of the minimum age policy, we may retain your email and IP address to help prevent attempts to circumvent this policy.

7. CHANGES TO THIS POLICY.

Willcalled may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will be available at <https://willcalled.com/privacy-policy>. If we make a change to this policy that, in our sole

discretion, is material, we will post a notice within the WillCalled App or Service. By continuing to access or use the App and/or Service after policy changes become effective, you agree to be bound by the revised Privacy Policy.

8. SECURITY.

We use reasonable security measures to safeguard the confidentiality of your personal or sensitive information or data, such as, but not limited to, secured servers using firewalls. However, no website or Internet transmission is ever completely secure, and you acknowledge that Willcalled cannot guarantee that unauthorized access, hacking, data loss, or other data security breaches will never occur. You can help keep your data secure by observing the following:

1. Do not share your Account password with anyone.
2. Do not set your Account password to be the same as a password you use elsewhere.
3. Make sure you log out of your Account after use.
4. Change your Account password periodically.
5. Follow the above for all of your Social Media Accounts.

If you ever think someone has had access to any password, please report it to us (in the case of your Account Password) or the relevant social media platform, and change your Account Password (and Social Media Account passwords) immediately. We cannot guarantee the security of your personal information or data while it is being transmitted to our App and/or Service, and any transmission is at your own risk.

WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY BREACHES OF SECURITY, DAMAGE TO YOUR DEVICE, OR ANY LOSS OR UNAUTHORIZED USE OF YOUR ACCOUNT INFORMATION OR OTHER DATA.

9. THIRD PARTY ACCOUNTS.

If you have registered with WillCalled using a third party platform or Social Media Account, your WillCalled profile will be available to all users of WillCalled, whether via our App or our partners' websites.

Remember that when you register with a third party platform or Social Media Account,, you are also giving them personal or sensitive information and data, so we recommend that you review their privacy policies as WillCalled cannot and does not control how they use that information. If you have registered on one of these third party platforms or Social Media Accounts, or you have verified your Account via a third party platform or Social Media Account, we may connect your WillCalled profile with your profile on such website, platform or Social Media Account. We may do this by way of new products and applications which we introduce from time to time. If you have created a WillCalled profile through a third party platform or Social Media Account and you do not want to link your WillCalled profile to your profile on the third party website, platform or Social Media

Account, WillCalled cannot amend these settings. Please visit the application settings on your third party website, platform or Social Media Account profile and follow the instructions to remove the WillCalled access permissions. We only use the APIs, OAuth Tokens, Widgets, or other means provided by the applicable Social Media Account to integrate your Social Media Account with our App and Service, and only receive the limited information that each Social Media Account permits to be transferred.

10. ABOUT US.

Your access and use of the App and Service, as well as this Privacy Policy, are governed and interpreted by the laws of the State of Tennessee. By downloading and using the App and/or Service, you are consenting to the exclusive jurisdiction of the courts of the United States and the State of Tennessee in Nashville, Tennessee. You agree that such courts shall have in personam jurisdiction and venue, and you waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us. In the event there is a discrepancy between this English language version and any translated copies of the Policy, the English version shall prevail.

WillCalled, LLC is registered in the United States.

Our registered address is 1914 Bransford Ave, Nashville, TN 37204.