

Privacy Policy

This Privacy Policy ("Policy") applies to YouWaggle.com and You Waggle, LLC ("Company") and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include YouWaggle.com and the You Waggle, LLC mobile application. The Company's Platform is a digital lifestyle management tool. By using the Company's Platform, you consent to the data practices described in this statement.

Collection of your Personal Information

In order to better provide you with products and services offered, the Company may collect personally identifiable information, such as your:

- First and last name
- Email address
- Phone number

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

App Permissions

The You Waggle app may request access to the following device features to provide core functionality:

- **Camera:** To take photos of your items directly in the app.
- **Photo Library:** To allow you to upload images of your products or wishlist items.
- **Contacts (if applicable):** To help you connect with others in your circle (only with explicit permission).

You will be asked to grant permission before any access is made, and you can change these settings at any time in your device's privacy settings.

User-Uploaded Content

In addition to personal information, You Waggle allows users to upload images of products, wishlist items, and other digital content. These images may be:

- Uploaded directly from a user's personal device (e.g., camera or photo gallery)
- Sourced from external websites (such as product images from company websites)

When you upload an image, it is stored on our secure servers and associated with your account to support the Platform's features.

Device Permissions and User Consent

When You Waggle requests access to device features (such as your camera or photo library), a system prompt will appear asking for your permission. We only access this data if you grant permission, and any images or files selected may be uploaded to our secure servers to enable app features like organizing and sharing your items or wishlist. By granting access and uploading content, you consent to this data processing. You can manage permissions at any time in your device settings.

Consent to Receive Communications

By creating an account on the Platform or using the You Waggle, LLC mobile application, you agree to receive SMS notifications, alerts, and other communications from You Waggle, LLC. These communications may include, but are not limited to, updates about your account, service-related announcements, and promotional messages. Message and data rates may apply based on your carrier's terms.

You acknowledge that you have provided your express consent to receive such communications by opting in during the registration process or through other interactions with the Platform. If you wish to withdraw your consent, you may do so at any time by replying "STOP" to the SMS notification or by contacting customer support at support@youwaggle.com. Even after opting out, you may still receive messages related to your account or transactions unless you cancel your account.

In compliance with the Telephone Consumer Protection Act (TCPA), all SMS communications will clearly identify the sender and provide recipients with an option to opt-out by replying "STOP." SMS opt-out requests will be processed within a reasonable time frame. Standard message and data rates may apply.

In compliance with the CAN-SPAM Act, the Company will:

- Include clear and conspicuous identification of promotional emails as advertisements, if applicable.
- Ensure the subject line and sender information are accurate and not misleading.
- Provide a clear, easy-to-use opt-out mechanism in all promotional email communications, with opt-out requests processed within 10 business days. Even after opting out, you may still receive messages related to your account or transactions unless you cancel your account.
- Include a valid physical postal address in all commercial emails.
- Honor all opt-out requests and ensure your preference is not shared, sold, or transferred to third parties, except as required by law.

If you wish to no longer receive promotional communications from the Company, you may opt out at any time by following the instructions in the email or contacting us at support@youwaggle.com.

Use of your Personal Information

The Company collects and uses your personal information in the following ways:

- to operate and deliver the services you have requested

- to provide you with information, products, or services that you request from us
- to provide you with notices about your account
- to carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection
- to notify you about changes to our Platform or any products or services we offer or provide through it
- in any other way we may describe when you provide the information
- for any other purpose with your consent.

The Company may also use your personally identifiable information to inform you of other products or services available from the Company and its affiliates.

Use of User-Uploaded Images

In addition to other uses described in this Policy, we collect and store user-uploaded images to:

- Display images alongside products or wishlist items within the app
- Improve user experience by allowing visual organization of items
- Maintain and enhance Platform functionality

By uploading images, you acknowledge that:

- You own or have permission to use and share the images.
- You grant You Waggle a non-exclusive, worldwide, royalty-free license to store and display the images within the app.
- You are responsible for ensuring that images do not violate any third-party rights or copyright laws.

Sharing Information with Third Parties

The Company does not sell, rent, or lease its customer lists to third parties.

The Company may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (email, name, address, phone number) is transferred to the third party. The Company may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to the Company, and they are required to maintain the confidentiality of your information.

The Company may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the Company or the Platform; (b) protect and defend the rights or property of the Company; and/or (c) act under exigent circumstances to protect the personal safety of users of the Company, or the public.

Sharing of User-Uploaded Images

You Waggle does not sell, rent, or lease user-uploaded images to third parties. However, we may use third-party cloud storage or image processing services (e.g., AWS, Firebase) to host and optimize image performance. These services are required to adhere to strict data protection policies.

If an image is flagged for violating content policies, we reserve the right to remove or restrict access to the image in accordance with our [Terms and Conditions].

User Responsibilities for Uploaded Images

By uploading images, you agree:

- Not to upload copyrighted, offensive, or misleading images.
- That You Waggle may remove any image that violates its policies.
- To report any inappropriate content through the app's feedback and reporting features.

Information Third-Party Service Providers

We use trusted third-party service providers, such as Twilio, to facilitate and deliver SMS messages. When you provide your phone number and consent to receive SMS messages, we share this information with Twilio to send the communications. Twilio processes this data in accordance with their own privacy policy and applicable regulations which can be found at <https://www.twilio.com/en-us/legal/privacy>.

We do not sell or share your personal information with third parties for their own marketing purposes without your consent.

Opt-Out of Disclosure of Personal Information to Third Parties

In connection with any personal information, we may disclose to a third party for a business purpose, you have the right to know:

- The categories of personal information that we disclosed about you for a business purpose.

You have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other privacy and data protection laws, as applicable, to opt out of the disclosure of your personal information. If you exercise your right to opt out of the disclosure of your personal information, we will refrain from disclosing your personal information, unless you subsequently provide express authorization for the disclosure of your personal information. To opt out of the disclosure of your personal information, visit this web page youwaggle.com.

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian for permission to use this Platform.

Opt Out and Unsubscribe from Third-Party Communications

We respect your privacy and give you an opportunity to opt out of receiving announcements of certain information. Users may opt out of receiving any or all communications from third-party partners of the Company by contacting us here:

- Web page: youwaggle.com
- Email: support@youwaggle.com

Email Communications

From time to time, the Company may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our services, we may receive a notification when you open an email from the Company or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by replying "STOP" to the email.

External Data Storage Sites

We may store your data on servers provided by third-party hosting vendors with whom we have contracted.

Changes to This Statement

The Company reserves the right to change this Policy from time to time. For example, when there are changes in our services, changes in our data protection practices, or changes in the law. When changes to this Policy are significant, we will inform you. You may receive a notice by

sending an email to the primary email address specified in your account, by placing a prominent notice on our Platform, and/or by updating any privacy information. Your continued use of the Platform and/or services available after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy, please contact the Company at:

You Waggle, LLC
14618 Miami St
Omaha, Nebraska 68116

Email Address: support@youwaggle.com
Phone Number: 4026990200

Effective as of June 06, 2024