

In order to offer our Services, through our application, we must obtain your consent to our Terms of Use ("Terms of use") and Policies, notably Policy of confidentiality ("Policies").

The legal entity, SAS based in France, has designed, developed, and maintains and operates the application distributed under the trade name of Yermat. Anonymity is part of Yermat's DNA and the founding team does not want to advertise itself, and therefore to communicate the name of the operating legal entity (we will try to live with it as long as we can!). The latter is known to our partners and service providers for compliance reasons.

Through the Yermat application (jointly, "Yermat", "operating Legal Entity", "our" or "we"), we provide you with the services described below ("Services") if you reside in a country or territory within the European Economic Area (the "European Union"), in any other country or territory included (collectively, the "European Region") or if you reside in a country or territory outside the European Region. The operating Legal Entity provides these Services to you under the Terms of use and Policies described below.

Yermat team is French and apologizes in advance for how awful this text may sound in English.

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1. Description of our Services

- The purpose of Yermat is
 - to connect you with the world, beyond the social circles you already know
 - to allow you, through anonymity, to express yourself freely, without suffering from social pressure or shyness
 - to free yourself from the algorithms that guide your choices by becoming an actor of your navigation within the community using Yermat

We offer you the possibility to communicate with other Yermat users, first by text messages, by sending images and videos, then, if the application gathers a community of sufficient size and we raise funds to develop it, by voice or video calls. Yermat works with partners, service providers and affiliates to focus on its core business.

- Security and privacy are part of our core value proposition: we have developed the Yermat application based on strong security and privacy principles.
- Businesses will also have access to Yermat so that you can communicate with them: we will provide you and other businesses and organizations with ways to communicate with each other, for example, for product and service information, access to promotional codes, or for creating dedicated events. At first, no businesses will be allowed to reach out to you: the interaction model, which needs to be in line with our values and avoid user pollution, will need to be developed. Businesses are not allowed to create accounts or groups without our formal consent.
- We will offer businesses and other organizations specific features and services, such as statistics about their use of our Services.
- Security and integrity of exchanges is everyone's business. In bilateral exchanges, we offer you the ability to block or defer a user. In group exchanges, the community has the ability to ban users with malicious behavior. We strive to prohibit any misuse of our Services, including behavior that is harmful to others. If such people or activities come to our

attention, we will take appropriate action by removing such people or activities from Yermat users, or by contacting law enforcement. Our resources are limited at this time. It remains the responsibility of the users to apply the rules of vigilance in case of organized physical meeting with one or more other users.

- In order for our Services to operate around the world, we must store and distribute content and information in data centers and systems around the world, including outside your country of residence.

Important: Yermat does not provide access to emergency services, including police, fire or health facilities, or any other connection to emergency call centers.

Upon registration, you must register for our Services using accurate information that enables us to identify you even if you will be anonymous for the other users.

In order to preserve the principle of user anonymity, it is not possible to import your contacts. We only request access to your contacts for the purpose of advertising our services.

Age. If you reside in a country or territory in the European Region, you must be at least 16 years old to use our Services or the minimum age required in your country or territory to register or use our Services without parental consent. If you reside in any other country or territory outside the European Region, you must be at least 13 years old to use our Services or the minimum age required in your country or territory to register or use our Services. In addition to the minimum age required to use our Services under applicable law, if you are too young to be able to accept our Terms in your country or territory, a parent or guardian must accept these Terms on your behalf in order for you to use the Services. Please have your parent or guardian read these Terms with you.

In order to use the Yermat Services, you must

- have a cell phone or smartphone connected to the internet.
- agree to manually or automatically download and install updates to our Services. You also agree that we may send you notifications through our Services from time to time, with the understanding that you may opt out of such notifications at any time.

Finally, you are responsible for all data service subscription fees from your operator's data service, Internet fees and other taxes and fees associated with your use of our Services. We leave it up to you to choose how you use the data (using wifi or mobile data).

2. Acceptable Use of our Services

You must use our Services in accordance with our Terms of use and Policies. If you violate our Terms or Policies, we may take action against your account, including deactivating, suspending or

even deleting it. If we do so, you agree not to create another account without our permission. Deactivation or suspension of your account will occur under the termination terms specified below.

You may use our Services only for lawful, authorized and acceptable purposes. You will not use (or assist others in using) our Services in a manner that:

- violates or infringes upon the rights of the operating Legal Entity, Yermat users or others, including privacy rights, publicity rights, intellectual property rights or other proprietary rights
- is unlawful, obscene, defamatory, threatening, intimidating, hateful, racially or ethnically offensive, harassing, or advocates or encourages illegal or inappropriate behavior, including promoting violent crimes, endangering or exploiting children or other individuals, or coordinating violence
- is deceptive, including the use of falsehoods, misrepresentations, or misleading assertions for the purpose of manipulation
- impersonates any person
- involves sending illegal or unacceptable communications, such as mass mailings, automated messages, automated dialing and similar practices
- involves any non-personal use of our Services, particularly commercial use or use to advertise a company, brand, product or service (unless expressly authorized by the operating Legal Entity).

You may not (or assist others to) directly, indirectly, or by automated or other means, access, use, copy, adapt, modify, distribute, license, sublicense, transfer, display, perform, create derivative works from, or otherwise exploit our Services in any manner that is unauthorized or unacceptable, or that burdens, hinders, or harms us or our Services, systems, users, or others, and may not, under any circumstances, directly or by automated means:

- reverse engineer, modify, decompile, create derivative works of or extract code from our Services
- send, store or transmit viruses or any other harmful computer code through or on our Services
- obtain or attempt to obtain unauthorized access to our Services or systems
- interfere with or disrupt the security, confidentiality, integrity, availability or performance of our Services
- create accounts for our Services by automated or unauthorized means
- collect our users' contact information or information about them in an impermissible or unauthorized manner
- sell, resell, rent or charge for our Services or data obtained from us or our Services in any unauthorized manner
- distribute our Services or make them available on a network that allows them to be used on multiple devices at once, except as permitted through tools we have expressly been provided via our Services

- create software or APIs that operate substantially in the same manner as our Services and offer them to third parties in an unauthorized manner
- misuse the reporting facilities by making fraudulent or unfounded reports or claims

We are not responsible for protecting your device and your Yermat account. You may contact us to report any unauthorized use of your account or our Services.

3. Use of Third Party Services through our Services

Our Services may allow you to view, use or interact with third-party websites, applications, content or other products and services. For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) integrated with our Services, use a share button that allows you to share the application with your contacts, or simply share content from media or platforms outside of our Services. Please note that these Terms and Privacy Policies apply only to your use of our Services. When you use third party products or services, their own terms and Privacy Policies govern your use of those products or services.

4. Licenses and Intellectual Property Rights

Yermat does not claim any ownership rights on the information you submit on your behalf to Yermat or through our Services. You must have the necessary rights to the information you submit for your Yermat account or through our Services, and the necessary authorization to grant the rights and licenses mentioned in our Terms.

We own all copyrights and rights to trademarks, domains, logos, trade secrets, patents and other intellectual property rights associated with our Services. You may not use our copyrights and rights in trademarks, domains, logos, trade secrets, presentations, patents or other intellectual property rights unless you have our express permission and such use is in accordance with our rules or the use we have agreed upon together.

In order for us to operate and offer our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to use, reproduce, distribute, display and exploit the information (including content) you upload, submit, store, send or receive on or through our Services, and to create derivative works therefrom. The rights you grant under this license are for the limited purpose of operating and providing our Services (in particular, to allow us to display your login status, transmit your messages or files, store your untransmitted messages on our servers, or connect you with other users).

We grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of allowing you to use our Services in the manner permitted by our Terms. No license or

right is granted to you by implication or otherwise, except for those licenses and rights expressly granted to you.

5. Infringement of Third Party Copyrights, Trademark Rights & Other Intellectual Property Rights

To report claims of infringement of copyrights, trademark rights or other intellectual property rights of third parties, please contact us (contacts available in the application). We may take action regarding accounts, including deactivating or suspending them, if we believe that their owner's actions on Yermat clearly, severely or repeatedly infringe the intellectual property rights of others. We may also take such action when required to do so by law. The identified account will be deactivated, suspended or deleted as specified below. Given our current limited means, please understand that this may take us some delays.

6. Liability Exclusions and Disclaimers

Your use of our Services is at your own risk and subject to the following disclaimers.

We provide our Services "as is" without warranty of any kind, either express or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose, property title, non-infringement and freedom from computer viruses or other harmful code.

We do not warrant that the information provided by us is accurate, complete or useful, or that our Services will be operable, error-free, secure or free of hazards, or that our Services will operate without interruptions, delays or imperfections. We do not control and are not responsible for the manner or frequency of use of our Services. The same applies to the features, services and interfaces provided by our Services.

We are not obligated to monitor the actions or information (including content) of persons using our services or other third parties and are not responsible for them.

You release the operating Legal Entity and their respective directors, officers, employees, partners and agents from any and all claims, complaints, causes of action, challenges, disputes or damages (collectively, "Claims"), known and unknown, arising out of or in any way connected with any Claim you make against any third party. Your rights against the operating Legal Entity, its respective directors, officers, employees, partners and representatives are not affected by the foregoing disclaimer if the laws of your country or territory of residence, applicable as a result of your use of our Services, do not permit it.

7. Limitation of Liability

Yermat is only liable to the following extent:

- Yermat is liable without limitation, in accordance with the legal provisions on damages resulting from injury to life, body or health; in case of intent; in case of gross negligence; and in accordance with the Product Liability Directive. You remain responsible for your interactions on the Application, which allows you to choose the content you access and the users you interact with.
- Yermat will provide the Services to you in accordance with the requirements of professional diligence. Subject to having acted with due professional care, Yermat disclaims any liability for losses not caused by a breach of the Terms by us or otherwise by our actions; for losses not reasonably foreseeable by us and you at the time of acceptance of these Terms; and for events beyond our reasonable control.

8. Dispute Resolution

If you are a consumer and are a resident of a country or territory in the European Region, the laws of that country or territory apply to any Claim by you against us arising out of or in connection with these Terms or our Services, and you may bring your Claim in any court in that country or territory having jurisdiction over the matter. In all other cases, you agree that the Claim shall be resolved in a French court of competent jurisdiction and that the laws of France shall govern these Terms and any Claim, without regard to its conflict of law provisions.

9. Availability and Termination of our Services

Our Services are constantly evolving, which means that we may our Services evolve, including functionalities or support for certain devices and platforms. Our Services may be interrupted (e.g., for maintenance, repair, upgrades or network or equipment failure). We may discontinue some or all of our Services, including certain features, and support for certain devices and platforms, at any time after a 30-day notice period. This notice period is not required in the event that (i) the law or our Terms of use and Policies are not followed, (ii) we believe the safety of our users is compromised (for example, for security or operability reasons), or (iii) force majeure.

You may terminate your account for any reason. Account deletion functionality is built into the application. We reserve the right to suspend or terminate your account, and prohibit access to our services, in the event that we believe that the law (including the rights of third parties) or our Terms of use and Policies are being violated, or that we believe that you are creating harm or a risk of legal action to us, our users or others.

In order to ensure a pleasant experience for our users, and to avoid the multiplication of behaviors that would not be in line with our Terms of use and Policies, we have implemented a

system of automatic suspension, without notice, of accounts that would have too many reports by users. Given our current resources, it is not possible for us to investigate each individual case. However, if you feel that your account has been reported by the community for the wrong reasons, please feel free to contact us.

We may also deactivate or delete your account if it does not become active after you register or if it remains inactive for an extended period of time.

If you delete or deactivate your account, these Terms will terminate as an agreement between you and us. The following provisions, however, will survive any termination of our relationship: "Licenses and Intellectual Property Rights", "Disclaimers and Exclusions," "Limitation of Liability," "Dispute Resolution," "Availability and Termination of Our Services," and "Other".

10. Other

- Our Terms constitute the entire agreement between you and us regarding Yermat and our Services.
- We reserve the right to decide in the future that some of our Services will be governed by separate terms (in which case your consent would be required separately).
- Our Services are not intended for distribution or use in jurisdictions where such distribution or use would violate local law, or subject us to local regulation. We reserve the right to limit our Services in any country or territory.
- You must comply with all applicable United States, European Union and other countries' export control and trade sanctions laws ("Export Laws"). You shall not, directly or indirectly, provide or permit the use of our Services in any form (i) to any individual, entity, territory or country prohibited by the Export Laws (ii) to anyone on the U.S. Government, EU or other country's lists of unauthorized parties or (iii) for any use prohibited by the Export Laws, (e.g., for weapons). You agree not to use or download our Services if you are in a restricted country or territory, if you are currently on a list of unauthorized parties in the United States, the European Union or another country, or for any purpose prohibited by Export Laws. You will not under any circumstances mask your location using an IP proxy server or other methods of masking your online activity and identity.
- The application will be regularly updated to enhance its functionalities and provide the best user experience. As a result, our Terms may change to properly reflect our Services and features, and our operation. We will make changes to our Terms of use and Policies only as necessary. These changes will be dated. Unless otherwise required by law, we will notify you at least 30 days in advance of any changes to our Terms through the means available to us (email or through the application). Changes to these Terms will be

effective thirty (30) days after they are communicated to our users. Once the updated Terms become effective, you will be bound by these Terms if you continue to use our Services. If you do not agree to them, then we invite you to stop using our Services by deleting your account and uninstalling the application. We may freely assign all of our rights and obligations under our Terms in connection with a corporate action (such as a merger, acquisition, reorganization or sale of assets), by operation of law, or for any other reason that we are required to do so, either to ensure the continuity of our Services or to comply with applicable regulations. In the event of such a transfer, we will transfer your information only in accordance with applicable law. These Terms of Use for our Services will remain in effect with the "new" third party. If you do not agree to this transfer, then we invite you to stop using our Services by deleting your account and uninstalling the application.

- The rights and obligations as defined in our Terms of use and Policies are not transferable to third parties without our prior consent.
- Our Terms of use and Policies do not supplant the law: the law is legally superior. The corollary is that
 - if any provision of our Terms of use and Policies is found to be illegal, void or unenforceable, then it will be adjudicated and modified to the minimum extent necessary to make it enforceable. If it could not be made enforceable, then it shall be deemed severable from our Terms of use and Policies and shall not affect the validity and enforceability of the remaining provisions of our Terms.
 - your legal rights are not limited (e.g., rights as a consumer or rights related to the processing of your personal data)
- Our Terms of use and Policies do not grant any rights to third party beneficiaries, unless otherwise stated in our Terms
- Any failure on our part to enforce our Terms of use and Policies shall not be deemed as a renunciation.
- We welcome your ideas and suggestions on how to improve our Services, but they do not give us any rights or duties, including any obligation to pay you.

11. Accessing Yermat Terms of use and Policies in other languages

To access our Terms in certain other languages, change the language settings in your Yermat session. If our Terms are not available in the selected language, the English version will be displayed by default.

12. Key Updates

Respecting privacy is part of our corporate culture. In our updated Terms of Use and policies, you will find, among other things, information about (i) how we process your data (ii) how that processing may have evolved and (iii) how you and we interact with companies, and the possible impacts in terms of data flow.

13. Information We Collect

Yermat needs to receive or collect information to operate, provide, improve, understand, customize, support and market its Services, including when you install, use or access our Services. The types of information we receive and collect depend on how you use our Services.

We require certain information in order to provide you with our Services. For example, you must provide your identity, location or age to create an account and use our Services.

Our Services have optional features that require us to collect additional information when you use them. This is particularly the case for the automatic matchmaking system (Meet'Up) based on characteristics: if you do not provide your characteristics, you will not be able to use them in your search. The permissions of the application are limited for the moment. For example, we do not collect your location: you can change it yourself in your personal information.

a. Information you provide

- Your account information. Yermat account creation is done through third party applications (Instagram, Facebook and Google) and we do not store your login and password. Nevertheless, if you are anonymous on the app you are not anonymous to us: you must provide information that allows us to identify you and communicate with you, in particular, location (city and country at least), name, first name, date of birth, email contact and languages spoken. In order to make the application easier to use, we collect this information directly from your source profile (Instagram, Facebook, Google) when it is available. You have the option to modify it in the Yermat application. If you do not provide us with this information, you will not be able to use our Services. You can add personal information about yourself. This personal information is stored on our servers.
- Your messages. Our goal is not to have access to the content of private conversations. This is not the case for public group conversations that will remain stored on our servers, in particular so that the community can be enriched by your messages even if you leave the group, or so that we identify potential misbehavior that would impact the community in a negative manner. Your private messages must pass through our server in order to be sent. Once received by the recipient, they are deleted from our servers and stored on

your device. The following scenarios describe the circumstances under which we may store your messages:

- Undelivered messages. If a message cannot be delivered immediately (for example, if the recipient is offline), we store it on our servers in encrypted form for up to 30 days to try to deliver it. If a message is still not delivered after 30 days, we delete it.
 - Transfer of media files. When a user transfers media files in a message, we store those media files temporarily in encrypted form on our servers to allow more efficient transmission of additional transfers.
- We offer end-to-end encryption for our Services (SSL protocol). End-to-end encryption means that your messages are encrypted in a way that protects them from being read by anyone other than the recipients, and not by us or any third parties. At the exception of public group.
 - Your connections. You can meet other users, create and join groups, or be invited into groups, and these types of groups and lists are associated with your account information. You name your groups. Brand, Company or business names are not allowed unless we agree.
 - Other Communications. When you request user support, or in any other communication, you may be asked to provide us with information related to your use, copies of your messages, and any other information you feel is relevant.

Summary of stored information

	Permanent storage on server	Temporary storage on server
Personal information	Yes	No
Public group messages and media	Yes	No
Private group messages and media	No	Yes
Messages and media for two-way conversations	No	Yes

b. Automatically Collected Information

- Many information described in our Terms of use and Policies are not as yet collected (or processed as described in our Terms of use and Policies) due to our budget limitations, but you agree that further developments may lead to collection of this information.
- We collect information about your activity (usage and login information) in our Services, such as information related to services, diagnostics and performances information. This

includes information about your activity (including your use of our Services, your settings and adjustments in our Services, your interactions with other users, and the time, frequency and duration of your activities and interactions), your log files, diagnostics, incidents, websites and performance logs and reports. This also includes information about when you signed up to use our Services, what features you use, such as our email, groups (including group name), whether you are online or offline, and the last time you used our Services.

- We collect device and connection-specific information when you install, access or use our Services. This includes information such as hardware model, operating system information, battery level, signal strength, application version, browser information, mobile network, connection data (including phone number, mobile carrier or ISP), language and time zone, IP address, device activity information, and logins.
- If not yet deployed, we may use IP addresses to estimate your general location (for example, city and country). We do not collect your geolocation information but may use it in the future to enhance the application's uses and make it easier to use.
- We use cookies to operate and provide our Services, including to improve your experience, to know how you use our Services. We may also use cookies to remember your choices, such as your language preferences, to provide you with a more secure experience, and to personalize our Services for you.

c. Third Party Information

- We do not collect your personal information through third parties (e.g., no contact import functionality or other collection not described in our Terms of use and Policies). Users with whom you interact may send you messages, send messages to groups to which you belong, or eventually call you. In general, keep in mind that any user may take screenshots of your discussions, messages or shared media (including videos and photos), or record your calls with them and send them to us or others, or post them on another platform. We require that each user be legally permitted to collect, use and share your information before sharing it, but we do not bear responsibility for each user's behavior.
- You may report other users as other users or third parties may choose to report your interactions and posts with them or others on our Services to us. In particular, to report potential violations of our Terms or Policies. When reporting, we collect information about both the reporting user and the reported user (collection of reported messages through screenshots taken by other users or, in the case of public groups, we may directly investigate posted messages that we store on our servers).
- Companies may, with our permission, open groups dedicated to their products, services or brands. Companies with whom you interact through these groups may provide us with information about their interactions with you. We require each of these companies to act

in accordance with applicable laws when providing us with information. When you send messages to a company on Yermat, you should be aware that the content you share may be visible to many people at that company. In addition, some companies may work with service providers (e.g., product marketing campaigns). A company may allow such a service provider to access, send, store, read, manage or analyze communications for the company. To understand how these companies might use this data, you should refer to their own Privacy Policies.

- We work with third party service providers to enable us to operate, provide, improve, understand, customize, enforce our terms of use and market our Services. For example, we work with them to (i) distribute our applications (ii) provide our technical and physical infrastructure, deliverables and other systems (iii) provide technical, cybersecurity and operational assistance (iv) provide location, map and venue information (v) learn how people use our Services (vi) promote our Services (vii) allow you to connect with businesses using our Services (viii) conduct research and studies on our behalf ; ensure security and integrity; and (ix) assist with customer service. These companies may share information about you with us in certain circumstances, including providing us with reports to help us diagnose and resolve certain problems.
- We allow you to use our Services in connection with third party services. If you use our Services in connection with third party services, we may receive information about you. In particular, if you use the share button on the Yermat application with your contacts, groups, or mailing lists, or if you choose to access our Services through a promotion from a phone carrier or device provider. Please note that when you use third party services, their own terms and Privacy Policies govern your use of those services and products.

14. Our Use of Information

We use the information we have (based on your choices and in accordance with applicable law) to operate, provide, improve, understand, customize, enforce our terms of use and market our Services.

- We use the information we have to operate and provide our Services, including to provide user support, complete purchases or transactions, and to improve, correct and personalize our Services. We also use the information we have to (i) understand how people use our Services (ii) evaluate and improve our Services (iii) research, develop and test new services and features and (iv) perform troubleshooting activities. We also use your information to respond to you when you contact us. Please note that we do not have access to your chat data (your messages) once they have been delivered to all the users you have requested to send them to (we keep our messages on our servers until they are received).

- Security and integrity are an integral part of our Services. We use the information we have to (i) verify accounts and activities (ii) combat harmful behavior (iii) protect users from bad experiences and spam, and promote security and integrity within and outside of our Services, including by investigating any suspicious activity or violations of our Terms of use and Policies, and (iv) to ensure that our Services are used lawfully.
- We use the information we have to communicate with you about our Services, including our Terms of use and Policies, and important updates. The Yermat application is originally designed without advertisements or banners, but we allow ourselves the right to send you advertisements in the form of banners in order to monetize our application and ensure its development and maintenance.
- We allow you and third parties such as businesses to communicate and interact using our services. Businesses may create groups or accounts dedicated to their brands, subject to our approval, and, if you join, send you notifications, product and service updates, or marketing content. Messages you receive from a company may contain an offer or service that may be of interest to you.
- Messaging metadata is the information we process to deliver your messages or calls, and includes information such as your user ID and the time a message was sent. We use messaging metadata to transmit communication, operate our Services (including general traffic management and failure prevention, detection, investigation and repair), ensure the security of our Services (which includes their availability, authenticity, integrity and privacy, and specifically the prevention, detection, investigation and repair of security incidents, spam, vulnerabilities, malware and unauthorized use of or access to the Services), and comply with legal obligations under applicable laws.

15. Information You and We Share

You provide your information when you use and communicate through our Services, and we share your information to enable us to operate, provide, improve, understand, customize, enforce our terms of use, and market our Services. In particular:

- Information to the people with whom you have chosen to communicate.
- The personal information you provide is known only to you and to us. Other users only know your screen name, the status of the two-way messages they send you (seen or unseen), unless you choose to share your personal information directly through private or public messages. Through the random two-way matchmaking system, based on the personal characteristics a user provides, a user with whom you match may guess some of your personal characteristics (e.g., age range, religion, school or university you attend or attended to, approximate location i.e. city or country where you live or are, sexual

orientation, religion, groups you have joined, hobbies, etc.) but does not have direct access to your identity through our Services.

- Users, including companies, with whom you communicate may store or share your information (including your messages) with others on our Services or elsewhere. You can use your settings and the "block" feature of our Services to manage who you communicate with on our Services and certain information you share, or leave groups you no longer wish to belong to.
- We work with third-party service providers that enable us to operate, provide, enhance, understand, personalize, enforce our terms of use and market our Services. We work with these companies to support our Services, for example, to provide technical infrastructure (e.g., cloud), deliverables and other systems, or to promote our Services. When we share information with third-party service providers in this manner, we require them to use your information on our behalf in accordance with our rules and terms and for the exclusive use of our Services and the use you make of them.
- When you or others use third-party services that are integrated with our Services, those third-party services may receive information about what you or others share with them. For example, if you use a data backup service that is integrated with our Services (such as iCloud or Google Drive), that service may receive information that you share with it, such as your messages (which remain encrypted). If you interact with a third-party service using our Services, such as when you use the in-app player to play content from a third-party platform, information about you, such as your IP address and the fact that you are a Yermat user, may be transmitted to that third party. Please note that when you use third party services, their own terms and Privacy Policies govern your use of those services and products.

16. Our legal basis for processing data

In accordance with applicable data protection laws, companies must have a legal basis for processing data. We rely on the European regulation which we analyze as the most binding and protective legislative framework for our users.

Below we explain the purposes of the data processing we do (why we process your information) and how we do it (how we process your data). The categories of data we process for each purpose are also specified.

The legal basis gives you rights which we describe below. Please note that you always have the right to request access to and deletion of your personal data. You also have the right to change your personal data. Please be aware that we cannot delete chat data from other users archive or from group chat history.

We collect, use and share the information described in the "Information We Collect" section, limiting its processing to what is necessary, in order to:

- operate and provide messaging and communication services
- comply with legal obligations (for example, when we are required to respond to a legal request from the authorities)
- protect your vital interests, or the vital interests of others (particularly in an emergency, if your life or the life of another person is in danger)
- to protect our legitimate interests (or those of others), in particular to ensure the provision of an innovative, relevant, secure and cost-effective service to our users and partners. Your interest takes precedence over our legitimate interests, protection of your personal data being required by your fundamental rights and freedoms. The legitimate interests are described in the dedicated section below.
- to ensure the public interest

We remind you that if you have given your consent, you can revoke it at any time in the manner described in these Terms of use. Given our current means, the level of data processing that we carry out is particularly limited for all the processing described in these Terms of use and Policies. Ces traitements pourront être renforcés mais notre philosophie demeure de protéger votre intimité et de favoriser la liberté d'utilisation et de choix.

17. Our treatment of your information

a. Provision of the Services in accordance with the Terms of use and Policies

We process the data about you that we hold to the extent necessary to perform our contract with you (i.e. our Terms of use and Policies). The categories of data we process depend on the data you choose to provide and your use of our Services, which determines what information we collect automatically. The data we collect or that you provide is described in these Terms of use and Policies. Generally, all categories of data are covered, except where otherwise specified.

The purposes of processing necessary to provide our services are:

- to operate, provide, improve, understand, personalize, ensure compliance with our Terms of use and Policies, and market our Services. For example, we give you the opportunity to contact and communicate with other Yermat users, including businesses. This includes collecting information about you to create an account, connect you, analyze your use of our Services, provide user support, or delete your data if you choose to terminate your account
- transmit communications; operate Services, including general traffic management and fault prevention, detection, investigation and repair, for which we use messaging metadata

- ensure the security and integrity of our Services, including taking action against people who send spam using multiple accounts. This may include verifying the data you provided when creating an account or analyzing suspicious activity in connection with your account to prevent our Services from being used in ways that do not comply with our Terms of use and Policies or the law.
- ensure the security of our Services, including their availability, authenticity, integrity, and confidentiality, as well as the prevention, detection, analysis, and remediation of security incidents, vulnerabilities, malware, and any factors that could negatively impact the availability of our Services, such as spam, or allow unauthorized access to or use of the Services or user devices. To do this we primarily use metadata, but we may conduct more in-depth investigations incorporating other categories of data (e.g. your personal information to verify the creation of multi-accounts or spam accounts)
- to communicate with you about issues related to the Services, such as sending you a notification about an update or responding to you when you contact us. For this purpose, we only use the categories of data described in the "Information You Provide" section

b. Your Consent

Your consent to the processing of the data you provide or that we collect, whether through third parties or not, is implied by your acceptance of our Terms of use and Policies, and by your use of our Services. Some data is required as described above in our Terms of use and Policies, but you may also give us access to some of your data through the application. This is particularly the case for access to your camera, photos, videos, other media files or your location on the day we decide to enhance the application with certain features. Access is necessary for certain features of the application (e.g. sharing a photo). Access to this data can be disabled via the application or, if not and alternatively, via the settings screens on your device.

Where we process data obtained with your consent, you have the right to withdraw your consent at any time (e.g. by deleting your account) without affecting the lawfulness of the processing carried out with your consent before such consent is withdrawn. You also have the right of portability of the data you provide to us and that we process with your consent.

c. Compliance with a legal obligation

We will disclose data pursuant to legal obligations (including valid legal requests, such as when authorities order us to provide data, such as your name or IP address, in connection with an investigation).

Categories of Data Used: Generally the information described in the sections "Information You Provide" and "Automatically Collected Information".

d. Protection of your or another person's vital interests

To process your data in order to protect your vital interests or those of another person. The vital interests we rely on for this processing include protecting your life, physical integrity or safety or that of others, and we rely on it to combat harmful behavior and to promote safety and integrity, including when we investigate reports of harmful behavior or when someone needs help. This may include promoting safety and integrity by providing law enforcement with data in the event of an emergency when required and necessary to protect the life or safety of an individual, for example, when there is an imminent risk of harmful behavior, such as in the event of an attack or when an individual is in danger.

Categories of Data Used: Generally the information described in the "Information You Provide" and "Automatically Collected Information" sections

e. Legitimate Interests

We rely on our legitimate interests or the legitimate interests of a third party, unless your interests or your fundamental rights and freedoms ("legitimate interests") prevail. In general, all categories of data are covered ("Information you provide", "Automatically collected information" and "Third party information"), except where otherwise specified.

We process your data for the purpose of providing measurement, analysis or other professional services when we process data as data controller.

Legitimate interests on which we rely:

- to provide accurate and reliable aggregate reports to companies and other partners, to ensure fair pricing and accurate performance statistics, and to demonstrate the value realized by our partners through our Services. Please note that this type of processing is not being done at this time, but we are taking the step of informing you of this and obtaining your consent through these Terms of use and Policies
- legitimate interests of companies and other partners: to help them understand their customers, improve their marketing approach, validate our pricing models, and evaluate the effectiveness and distribution of their services and messages, and to understand your interaction with them through our Services
- promote our Services and send direct marketing (including through the sharing of the application with your contacts, over which you have control)
- enable us to (i) prevent and combat fraud, unauthorized use of our Services or in violation of our Terms of use and Policies, or other harmful or illegal activity and (ii) protect us (including our rights, property or products), our users or others, including in connection with regulatory investigations or requests, or to prevent imminent death or personal injury
- to secure systems and combat spam, threats, abuse or violations and to promote the security and protection of our Services

f. Tasks Performed in the Public Interest

To conduct research and promote the safety and integrity of the application, its users and the public at large.

Categories of Data Used: In general, the information described in the "Information You Provide" and "Automatically Collected Information" sections

Where we are required to process your data for a task performed in the public interest, you have the right to object to such processing and to request that it be restricted. As noted below, we may not have the resources to individualize each processing and, in that case, we will invite you to delete your account unless you have identified a use that does not serve the purpose of the application for you and other users (in that case we would be grateful if you can report it to us, and we will take action depending on our resources), or if that purpose could be achieved in a less invasive manner which is our goal.

18. How to exercise your rights

Under the applicable laws on the protection of personal data, you have the right to consult, rectify, transfer and delete your information.

The consultation and transfer of your data can be done through a request for information report (section settings of the application). You can modify your data directly in the application. You can delete your data by deleting your account. The deletion of your account, and therefore your consent. Note that this does not affect the lawfulness of the processing done with your consent before it is withdrawn. We remind you that we cannot delete the chat messages stored by other users or in group chats.

Finally, we do not have the resources to individualize any requests to object to the processing of data, which are often necessary to ensure the operability of our Services. If you object to data processing, we will ask you to delete your account unless you have identified a use that does not serve the purpose of the application for you and other users, or if that purpose could be achieved in a less invasive manner, which is our goal.

19. Management and retention of your information

We store information for as long as necessary for the purposes identified in our Terms of use and Policies: to provide our Services, for other legitimate purposes, to comply with legal obligations, to ensure compliance with our Terms of use and Policies and to prevent violations thereof, or to protect or defend our rights, property and our users and their rights. Storage periods are determined on a case-by-case basis depending on the characteristics of the data (nature of the information, reason for collection and processing, relevant legal or operational retention needs or legal obligations). For example, we will store messages that are not transmitted (and therefore

not received) to other users until the transmission can be completed, as well as information that you provide regarding your identity. We will also store public group chat messages.

The distribution of your information to other users is at your discretion. In order to limit this dissemination, it is your responsibility to control who you communicate with (for example, you can block a user if you no longer wish to communicate with them). You can also delete your account, which will result in the deletion of the data we retain (but not the data you have chosen to share with other users).

What happens to your information when you delete your account?

When you delete your account, we will delete the information about you that we hold, except for information that you have shared with other users of the application that we do not hold on our servers and, in particular, messages or media sent during bilateral or multilateral exchanges. We will not delete public group chat history hence the messages you have sent to the group that we store on our servers.

We may need to retain copies of certain information in order to comply with our legal obligations, to ensure compliance with our Terms of use and Policies, or, if necessary, to protect our rights, property and users in accordance with our Terms of use and Policies. For example, we may retain the IP addresses of accounts that have been banned from the application for violating our Terms of use and Policies.

In the event that you only delete the Yermat app from your device without using the built-in account deletion feature, your account continues to exist and may only be automatically deleted by us in the event of prolonged inactivity. In this case, your data will not be deleted: you must delete your account.

Finally, information that you may have communicated within the Groups (e.g. messages and media) cannot be deleted by us. This information is stored on users' devices and we often have very limited access to it in accordance with our Terms of use and Policies.

20. Our International Operations

We may share information internationally externally with our partners and those with whom you communicate around the world in accordance with our Terms of use and Policies.

Information under our control will be transferred or transmitted to, or stored and processed in, the United States, the European Union, or other third countries outside of the country in which you live, for the purposes described in these Terms of use and Policies. This is due to the need for us to use servers operated by third parties, and those transfers are necessary and indispensable to enable us to provide, operate, or improve our Services worldwide. For transfers to third countries, we use the standard contractual clauses approved by the European Commission and

used by the third party service providers we use and we trust to ensure compliance with the laws, or we rely on the European Commission's adequacy determinations with respect to certain countries, whereby the European Commission recognizes that a third country, territory, or specific sector(s) within that third country, provide an adequate level of protection, or use equivalent mechanisms under applicable data protection laws, as applicable.

21. Updates to our Policy

We may change or update our Terms of use and our Policies. We will notify you when we implement an update and we will update the "last modified" date of our Terms of use and Policies. We encourage you to review our Terms of use and Policies from time to time, and in particular whenever our Services are updated i.e. when a change of version occurs.