



TERMS OF USE

WHO WE ARE AND HOW TO CONTACT US

DirectApps Inc. d/b/a MediaAMP (the "Company", "We", or "Us") uses the website <https://www.mediaamp.io/> (the "Website"), which is operated by DirectApps Inc. We are a limited liability company organized under the laws of the State of Delaware, USA, with its principal place of business located at 275 118th Ave SE, Bellevue, WA 98005.

To contact us, please email LCG-Compliance@launchcg.com.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our Website, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Website. We recommend that you print a copy of these Terms of Use for future reference. Our Website may be used for your informational purposes only. Our Website is made available free of charge.

These Terms of Use may refer to the following additional terms, which also apply to your use of our Website:

- Our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy, which sets out information about the cookies on our Website. Further information may be found on our [Privacy Notice](#).

MINORS

PERSONS UNDER THE AGE OF 18 MUST ONLY USE THE WEBSITE AND PROVIDE PERSONAL INFORMATION IF THEY HAVE THE CONSENT AND SUPERVISION OF A PARENT OR GUARDIAN.

WE MAY MAKE CHANGES

We amend these Terms of Use from time to time. Every time you wish to use our Website, please check these Terms of Use to ensure you understand the terms that apply at that time. These terms were most recently updated on April 2020.

WE MAY MAKE CHANGES TO, SUSPEND OR WITHDRAW OUR WEBSITE

We may update and change our Website from time to time to reflect changes to our services, our users' needs and our business priorities.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

USE OF WEBSITE

You may not use our Website to commit any violation of federal, state, local, or international laws, regulations, or other governmental requirements. We reserve the right to report any activity that may violate any law or regulation to appropriate law enforcement officials, regulators, or other third parties, without prior notice to you, and we will co-operate with such authorities by disclosing your identity to them. In the event of such a violation, your right to use our Website will cease immediately.

You are prohibited from violating, or attempting to violate, the security of our Website. Any such violation may result in criminal and civil liabilities to you.

FUNCTIONALITY DISCLAIMER

We do not guarantee that the functions contained in the Website will be uninterrupted or error-free, that this Website or its server will be free of viruses or other harmful components, or that defects will be corrected even if We are aware of them. You are responsible for configuring your information technology, computer programs and platform to access our Website. You should use your own virus protection software. The material in this Website may include technical inaccuracies or typographical errors.

CONTENT

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You are authorized to copy, print, or distribute such content only as follows:

- You may print individual pages, but you may not copy or download a large portion of the Website (e.g., no bots, webcrawlers, spiders, etc. that "harvest" the Website).
- You may download, print, distribute, and use pages from the Website for your personal informational, non-commercial purposes only. Any copies of such documents or pages must not alter the original Website content and must retain any copyright notices appearing therein.
- Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.
- You may not frame this Website or any portion thereof. Linking to this Website in a way that does not otherwise infringe upon our trademark interests is permitted, provided that (i) the

link does not falsely imply or suggest that We have endorsed, or are affiliated with, the linked website, and (ii) you follow the “rules about linking to our site” which are stated below.

- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.
- If you print off, copy or download any part of our Website in breach of these Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We reserve the right to terminate all or any portion of the above authorizations to you at any time in our sole discretion.

Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish, retransmit or create derivative works based upon any information, content, or materials contained in the Website or any medium (including electronic or hard copy) without our express prior written consent. Nothing contained on the Website shall be construed as conferring by implication, estoppel, or otherwise any license or right under any intellectual property right of MediaAMP or any third party, except as expressly provided above.

TRADEMARKS

The trademarks, service marks, and logos of MediaAMP, and its affiliates, used and displayed on the Website are our registered and unregistered trademarks. Requests to use trademarks owned by other companies which may be mentioned on our Website should be directed to such other companies. We actively and vigorously enforce our intellectual property rights. Our trademarks, service marks, and logos may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Website, without our prior written permission.

COMPLIANCE WITH LOCAL LAWS

We control and administer our Website from our offices within the United States, and the Website and its contents are intended to comply with applicable laws and regulations in the United States. Although the information on the Website is accessible to users outside of the United States, We make no representation that the content of this Website complies with laws and regulations of any jurisdiction outside of the United States or that such content is appropriate or available for use in any such jurisdiction. Access to any content on the Website from locations where such content is illegal is prohibited. If you choose to access this Website from locations outside of the United States, you are responsible for compliance with any applicable local laws and regulations. You may not use or export any of the information on this Website in violation of US export laws and regulations.

WEBSITES WE LINK TO

We may provide links on the Website that allow you to connect with third party websites. We have no control over the contents of those sites or resources and We provide them to you for your information only. You access these sites at your own risk. We are not responsible for the contents of any linked site, nor does the appearance of a link imply our endorsement of them. Such links should

not be interpreted as approval by us of those linked websites or information you may obtain from them.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Website other than that set out above, please contact makeitfly@launchcg.com.

SUBMISSIONS

All submissions, documents, materials, postings, comments, remarks, suggestions, ideas, graphics, or other information communicated from users to this Website ("**User Material**") are, and will forever be, the property and intellectual property of Direct Apps, DBA MediaAMP, and you hereby assign all your intellectual property rights in such User Material to Us. We will not be required to treat any such User Material as confidential. Further, We will be entitled to use any such User Material for any purpose whatsoever, commercial or otherwise, without compensation to you or anyone else. Do not submit User Material that is unlawful, defamatory, abusive, obscene, not in accordance with these Terms of Use, or that will violate any right of any third party, including copyright, trademark, privacy, or other personal or proprietary right(s). If you do, We shall be entitled to remove such User Material with or without notice to you.

PRIVACY

For an explanation of our policies related to the collection, use, and storage of information, please read our [Privacy Notice](#).

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, suppliers, and third-party partners from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees and expenses, resulting or arising from, or incurred in connection with, any violations by you of these Terms of Use.

LIMITATION OF LIABILITY

WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. DIRECT APPS, INC., DBA MEDIAAMP AND ITS AFFILIATES WILL NOT BE

LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF (OR THE INABILITY TO USE) THIS WEBSITE AND ITS CONTENTS, OR A WEBSITE LINKED TO THIS WEBSITE, INCLUDING ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, LINE FAILURE, OR OTHER COMPUTER MALFUNCTION.

DISCLAIMER

THIS WEBSITE IS PROVIDED BY MEDIAAMP ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CONTENT ON OUR WEBSITE IS PROVIDED FOR GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO AMOUNT TO ADVICE ON WHICH YOU SHOULD RELY. YOU MUST OBTAIN PROFESSIONAL OR SPECIALIST ADVICE BEFORE TAKING, OR REFRAINING FROM, ANY ACTION ON THE BASIS OF THE CONTENT ON OUR WEBSITE.

MEDIAAMP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. MEDIAAMP DOES NOT WARRANT THAT THE INFORMATION IN THIS WEBSITE IS ACCURATE, COMPLETE, CURRENT, RELIABLE, OR CORRECT, THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT THE WEBSITE IS FREE OF HARMFUL COMPONENTS.

SEVERABILITY

If any provision of these Terms of Use is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions.

APPLICABLE LAW

These Terms of Use shall be governed by, and construed in accordance with, the laws of the State of Delaware. Any dispute arising from these terms shall be resolved exclusively in the state and federal courts in Delaware.

PRIVACY POLICY

INTRODUCTION

DirectApps Inc., the parent company of MediaAMP, including its subsidiaries and assigns (collectively, the “Company” “we,” or “us”) respects the privacy and security of its customers, prospects, business partners, event attendees, consultants, and job applicants.

Please take the time to read this Privacy Notice and the related statements in their entirety to ensure you are fully informed. If you have any questions or concerns about our use of your personal information, please contact us at LCG-Compliance@launchcg.com.

Our Services Privacy Policy covers our privacy practices in connection with use of our professional services, including information technology consultancy, events, and trainings that we provide to customers. It also describes our privacy practices with respect to customers and partners, contact information we process in connection with the use of our professional services, and/or technology provided by our partners to our customers. A copy of the Services Privacy Policy may be requested for appropriate business, legal, or compliance reasons by sending a written email to LCG-Compliance@launchcg.com.

ABOUT US

The Company, solves complex problems to ensure your technology works the way it was designed to. Veteran Owned and Operated.

For more information please see the About Us section of our [Website](#).

HOW WE OBTAIN YOUR INFORMATION

The Company may collect information about you in the following three (3) categories:

1. Information provided voluntarily to the Company.
2. Information from third parties.
3. Information collected by navigating through the [Website](#).

Information provided voluntarily to the Company includes:

- Completing forms on our Website (including, but not limited to, name, business mailing address, email address, and business telephone number).
- Registering for one of our trainings.
- Contacting us directly.
- When you register for or attend an event.
- Entering a promotional contest on our Website.

Information from third parties includes:

- Data received from third parties in connection with your use of our Website.
- Data received from third parties in connection with attendance at an event.

Additionally, we may combine information we collect from third parties with information you provide us to update, expand, or provide you with tailored information regarding our services, trainings, and events.

Information we collect as you navigate through the Website includes:

- Internet protocol address (“IP”)
- Browser type
- Internet service provider (“ISP”)
- Referring pages
- Files viewed on our site
- Operating System
- Date/Time stamp

Additionally, the Company and its third parties use cookies and similar technologies for storing and honoring your preferences and settings, enabling you to sign in, providing interest-based advertising, combating fraud, analyzing how our products perform, and fulfilling other legitimate purposes.

HOW WE USE YOUR INFORMATION

The Company may use the information we collect about you for the following purposes:

- Providing our professional services to our partners and customers.
- Providing information and services that you request from us.
- Communicating with you, at your request, about events and trainings.
- Registering you for events and trainings that you sign up for.
- Carrying out our legal and compliance obligations from any contracts entered into by you and the Company. [Website Terms of Use](#).
- Personalizing our services to meet partner and customer requirements.
- Operating our business, which includes analyzing our performance, developing our workforce, and doing internal research.
- Contacting you for marketing purposes, in accordance with your marketing preferences including, but not limited to, promotional offers for our own or third parties’ products or services.

Additionally, the Company may partner with third parties to display advertising on our Website or to manage our advertising on the third party sites. Our third parties may use technologies such as cookies to gather information about you on our Website or other websites to provide you with advertising based on your browsing activities and interests. If you do not want interest-based ads delivered to you, you may opt out by emailing privacy@launchcg.com.

HOW WE SHARE YOUR INFORMATION

We may share personal information provided by you as described in this Privacy Notice with the following categories of recipients:

- To our subsidiaries, affiliates, or their or our successors or assigns.

- To our contractors, business partners, service providers, and other third parties we use to support our business (e.g., third-party hosting facilities) or third parties with products, services or positions that may be of interest to you, provided such parties provide at least the same level of privacy protection as is required of the Company. These companies are authorized to use your personal information only as necessary to provide these services to us.
- To a potential buyer (and its agents and advisors) in connection with any proposed merger, acquisition, or any form of sale or transfer of some or all of our assets (including in the event of a reorganization, dissolution or liquidation), in which case, personal information held by us about you will be among the assets transferred to the buyer or acquirer.
- To any competent law enforcement body, regulatory, government agency, court or other third party to: (i) comply with any court order, a request from any competent law enforcement agency, or any other legal obligation; (ii) enforce or apply our Website Terms of Use or terms of any other agreement; and (iii) protect the rights, property, or safety of the Company or others.
- To any other person or organization with your consent to the disclosure.
- To fulfill the purpose for which you provide it.

LEGAL BASIS FOR PROCESSING

If you are a resident of the EEA, the UK, or Switzerland, the Company's processes your personal information pursuant to one or more of the following legal bases:

- The processing is in our legitimate interests which do not override your data protection interests or fundamental rights and freedoms.
- The processing is necessary to perform a contract with you.
- The processing is necessary to comply with our legal obligations.
- We may also seek your consent to process or retain your personal information in certain, limited circumstances that we clearly identify to you.

EU-U.S. AND SWISS-U.S. PRIVACY SHIELD FRAMEWORK

The Company adheres to the processing of personal data it receives, under GDPR, the EU-U.S. Privacy Shield Framework, and the Swiss-U.S. Privacy Shield Framework. The Company is responsible for the processing of personal data it receives under GDPR and each Privacy Shield Framework, and subsequent transfers to a third party acting as an agent on behalf of the Company. The Company complies with GDPR and the Privacy Shield Principles for all onward transfers of personal information from the EEA, the UK, and Switzerland.

INTERNATIONAL TRANSFERS

The Company stores and processes any information collected in connection with its website and/or an event in: (i) any country where we have facilities, (ii) any country in which we engage service providers; or (iii) any country where events are held.

The company will protect your personal data (as defined in the European Union's ("EU") General Data Protection Regulation ("GDPR")) when it is transferred outside of the EEA, UK, or Switzerland by:

- Processing it in a territory which the European Commission has determined provides an adequate level of protection for personal data; or
- Otherwise implementing appropriate safeguards to protect your personal data, including through the use of Standard Contractual Clauses or another lawful transfer mechanism approved by the European Commission, such as the EU-U.S. and Swiss-U.S. Privacy Shield

Framework.

SECURITY

The Company maintains appropriate technical and organizational measures, including, administrative, physical, and technical safeguards, designed to protect the personal information obtained as discussed in this Privacy Notice from accidental or unlawful destruction, loss, alteration, unauthorized disclosure and access.

DATA RETENTION

The Company retains personal information when there is a business need to do so for as long as is needed to fulfill the purposes outlined in this Privacy Notice. Additionally, we will retain information for a longer period only if it is required by law. When we have no on-going legitimate business need to process your information we will delete or anonymize the data.

OUR USE OF COOKIES AND SIMILAR TECHNOLOGY

When we gather your information via a website, we may collect certain information automatically. This information may include Internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data to analyze trends in the aggregate and administer the site.

The Company uses cookies or similar technologies to administer our websites and track users' movements around our websites. You can control the use of cookies at the individual browser level, but if you choose to disable this feature, it may limit your use of our services and website.

We also partner with third parties to either display advertising on our websites or to manage our advertising on other websites. Our third parties may use technologies such as cookies to gather information about your activities on our websites and other websites in order to provide you advertising based upon your browsing activities and interests. If you wish to not have this information used for the purpose of serving you interest-based ads, you may opt-out by emailing privacy@launchcg.com.

YOUR PRIVACY RIGHTS

Certain jurisdictions may provide you with privacy rights under applicable data protection or privacy laws regarding the information you provide to us.

- If you are a resident of the EEA, UK, or Switzerland whose personal data is subject to EU data protection law, you have certain privacy rights which include: the right to be informed, to access your information, to correct any information that is inaccurate, to have your information erased, to restrict or suppress your information, to obtain and reuse your personal data, to object to the processing of your personal information, and to object to how your data is used in automated decision making, if applicable. If you wish to enact your rights, please contact us emailing privacy@launchcg.com.
- If you are a resident of California whose personal information is subject to the California Consumer Privacy Act of 2018 ("CCPA"), you may review further details about the personal information we have collected about you over the last 12 months, including the categories of sources, by reading How We Obtain Your Information section above. We collect this

information for the business and commercial purposes described in the How We Use Your Information section above. We share this information with the categories of third parties described in the How We Share Your Information section above. As defined in the CCPA, we do not sell your personal information. The CCPA, subject to certain limitations, provides California residents the right to request to know more details about the categories or specific pieces of personal information we collect, including how we use and disclose this information, to delete their personal information, to opt out of any “sales” that may be occurring, and to not be discriminated against for exercising these rights. California residents may make a request pursuant to their privacy rights under the CCPA by emailing LCG-Compliance@launchcg.com.

- If you do not wish to receive our email marketing communication for promotional purposes, you may opt out by emailing privacy@launchcg.com.
- If we rely on your consent to process your personal information, you can contact us at any time to withdraw your consent.

We will respond to any privacy request in accordance with the requirements of the applicable data protection laws. Please note, that in order to fulfil your request, we may need you to provide certain information to verify your identity. Depending upon applicable data protection and privacy law, individuals may also designate an authorized agent to exercise these rights on their behalf.

GENERAL INFORMATION

Third-Party Websites and Applications

This Privacy Notice does not apply to information collected on any third party site or by any third party application that may link to or be accessible from the Website. This Privacy Notice does not apply to information collected by customers, our business partners, and other third parties or third party applications or services, even if this information is collected using our website or at an event.

Children

We do not knowingly collect personal information from anyone under the age of 13. If we learn that we have collected personal information from a child under age 13, we will delete that information promptly.

Changes to Our Privacy Notice

The Company reserves the right to update or change this Privacy Notice from time to time. If we make material changes to this Privacy Notice, we will post it to our website home page prior to or at the time of the change becoming effective. We ask that you review the Privacy Notice periodically to stay informed about any updates or changes that we may have made.

Contact Information

To ask questions or comment about this Privacy Notice and our privacy practices or if you need to update, change, or remove your information or exercise any other rights please email us at privacy@launchcg.com or by mail at Launch Consulting Group, ATTN: Shivani Malik, 275 118th Ave SE, Bellevue WA 98005.