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TERMS OF USE

Last Updated: January 21, 2025

These Terms of Use (the “Terms of Use”) apply to the Waffle Video, LLC web site located at <https://www.wafflevideo.ai> and all subdomains and associated sites linked to or <https://www.wafflevideo.ai> by Waffle Video, LLC (“Waffle Video, LLC”), its subsidiaries and affiliates, including any Waffle Video, LLC wherever located (collectively, the “Site”). The Site is owned and operated by Waffle Video, LLC .

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THE SITE. BY ACCESSING OR USING THE SITE, OR ANY OF THE CONTENT ON THE SITE, YOU AFFIRM YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE SITE OR ANY OF THE WAFFLE VIDEO, LLC CONTENT (AS DEFINED BELOW).

Waffle Video, LLC reserves the right, in its sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. It is your responsibility to periodically check the Terms of Use for updates and changes. Your continued use of the Site after changes have been made, is confirmation you accept and agree to be legally bound by subsequent changes.

By accessing and using the site, you represent to Waffle Video, LLC you are lawfully able to enter into contracts (e.g., you are not a minor or incapacitated). If you are accessing the Site for an employer or other entity, you thereby represent you have authority to bind that entity to the Terms of Use, and you agree “you” and “your” used in the Terms of Use includes both you personally and the entity you represent.

Additional Terms and Conditions

Additional terms and conditions may apply to specific portions or features of the Site, and all such terms are made a part of the Terms of Use by this reference. You agree to abide by other terms and conditions. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or

through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

If you are accessing or using services available through software, including downloadable software – even if you are doing so through a free trial or pilot program – you are subject to Waffle Video, LLC 's Software as a Service Agreement (currently available at <https://www.wafflevideo.ai>) or other written contract as may be separately agreed and entered into between you and Waffle Video, LLC .

Waffle Video, LLC 's rights and obligations with regard to its products and services are governed solely by the agreements pursuant to which they are provided. Nothing on this Site should be construed to alter such agreements.

Waffle Video, LLC may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. Information on the Site may be out of date, and Waffle Video, LLC is under no obligation and makes no commitment to update the information on the Site with respect to such products and services.

The following terms also govern and apply to your use of the Site, and they are incorporated herein by this reference:

- [Acceptable Use Policy](#),
- [Cookie Policy](#),
- [Copyright Infringement Notice and Takedown Policy](#),
- [Privacy Policy](#), and
- [Trademark Usage Guidelines](#).

The foregoing terms may be changed from time to time and such changes are effective immediately upon their publication on the Site.

Content

All text, graphics, interfaces, images, trademarks, logos, sounds, music, artwork and computer code (collectively, “Waffle Video, LLC Content”), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Waffle Video, LLC Content contained on the Site is owned, controlled or licensed by or to Waffle Video, LLC , and may be protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Waffle Video, LLC hereby grants to you a limited, revocable, non-sublicensable license to access, display and perform the Waffle Video, LLC Content (excluding any computer code) solely for your personal, non-commercial use and solely as necessary to access and use the Site. Except as expressly permitted by Waffle Video, LLC in these Terms of Use or on the Site, you may not copy, download, stream, capture, reproduce, duplicate, archive, upload, modify, translate, create derivative works based upon, publish, broadcast, transmit, retransmit, distribute, perform, display, sell or otherwise use or transfer any Waffle Video, LLC Content. You may not, either directly or through the use of any device, software, online resource or other means, remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notice on the Site or Waffle Video, LLC Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Site or Waffle Video, LLC Content.

Third-Party Services

The Site may contain links to other websites, products or services, applications, resources, advertisements, or content not owned or controlled by Waffle Video, LLC (“Third-Party Service(s)”). Those third parties may use other third parties to provide portions of the Third-Party Service to you. Waffle Video, LLC has no control over and assumes no responsibility or liability for to the content, privacy policies, or practices of any Third-Party Service. When you access or use a Third-Party Service, you do so at your own risk. Including any Third-Party Service or a link on the Site does not imply approval nor endorsement of said Third-Party Service..

Privacy Policy

Waffle Video, LLC 's Privacy Policy applies to your use of this Site, and its terms are made a part of these Terms of Use by this reference. To view Waffle Video, LLC 's Privacy Policy, click [here](#): Additionally, by using the Site, you acknowledge and agree that Internet transmissions, including emails, are never completely private or secure. You understand any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Your Content

Absent any written agreement or order between you and Waffle Video, LLC to the contrary, by posting, displaying, publishing, uploading, or making available for download or use any content on the Site (other than personal information subject to the Privacy Policy), you hereby grant Waffle Video, LLC a perpetual, worldwide, nonexclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) license to perform, display, reproduce, prepare derivative works from, distribute, sell, sublicense, transfer and otherwise use without restriction all or any part of such content.

Compliance with Laws

You hereby warrant that, in agreeing to, and performing under, these Terms of Use, you hereby warrant you are not violating, and will not violate, any governmental laws, rules, regulations or orders applicable to your use of the Site ("Applicable Laws"). In connection with your performance under these Terms of Use, and without limiting the foregoing, you warrant you will: (a) comply with Applicable Laws relating to anti-bribery and anti-corruption, which may include the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010; (b) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions (collectively, "Export Laws"); and (c) not directly or indirectly export, re-export or otherwise deliver any Waffle Video, LLC software, content or services in violation of any Export Laws, or broker, finance or otherwise facilitate any transaction in violation of

any Export Laws. You represent you are not prohibited from receiving software, Waffle Video, LLC Content, or other services pursuant to these Terms of Use under Applicable Laws, including Export Laws.

Void Where Prohibited

The Site may be accessible worldwide, however, not all features, products or services discussed, referenced, provided, or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Waffle Video, LLC reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so at your own risk, and you are solely responsible for complying with local laws.

Indemnity

You agree to defend, indemnify and hold harmless Waffle Video, LLC , its affiliates and their respective employees, contractors, agents, officers and directors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt or expenses (including without limitation attorneys' fees) arising out of or related to any claim, suit, action or proceeding by a third party arising out of or relating to (i) your use of the Site, (ii) your breach of these Terms of Use (including any Waffle Video, LLC policy referenced in these Terms of Use), (iii) your violation of any law, or (iv) any content you post, upload or cause to interface with the Site, or otherwise transfer, process, use or store in connection with the Site.

As Is and As Available

THE SITE, ALL CONTENT, AND ALL SERVICES MADE AVAILABLE BY WAFFLE VIDEO, LLC ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM

EXTENT PERMITTED UNDER APPLICABLE LAW. WAFFLE VIDEO, LLC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES OR INACCURACIES OF DATA OR INFORMATION POSTED, DISPLAYED, PUBLISHED OR MADE AVAILABLE FOR DOWNLOAD OR USE ON THE SITE, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USE OF THE SITE OR SERVICES, (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, OR (4) THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY NOT UNDER WAFFLE VIDEO, LLC 'S CONTROL.

Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL WAFFLE VIDEO, LLC , ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THE SITE OR YOUR USE OF THE SITE, THIRD-PARTY SERVICES, SOFTWARE, AND HARDWARE; AND (2) IN NO EVENT SHALL WAFFLE VIDEO, LLC 'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED ONE HUNDRED U.S. DOLLARS. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

End User Liability

You are responsible for violations of the Terms of Use by anyone using the Site whether with your permission or without authorization. Use of the Site by to assist another in an activity that violates these Terms of Use if performed by you, is a violation of the Terms of Use. The Terms of Use apply to anyone accessing or using the Site; however, each provision in these Terms of Use shall be interpreted to include, and apply to, any action directly or indirectly taken, authorized, facilitated, promoted, encouraged or permitted by a user of the Site, even if such person did not themselves violate the provision.

Digital Millennium Copyright Act

Waffle Video, LLC respects the rights of copyright holders and abides by the federal Digital Millennium Copyright Act and similar regulations in other jurisdictions by responding to written notifications of alleged infringement by copyright holders. To provide notification of an alleged copyright infringement, please follow the procedures set forth in our Copyright Infringement Notice and Takedown Policy.

U.S. Government Rights

The Site is provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions applicable to the Site. If you are using the Site on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you must immediately discontinue use of the Site. The terms listed above are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

Violation of These Terms of Use

Waffle Video, LLC may disclose any information we have about you (including your identity) if we determine such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Waffle Video, LLC’s rights or property, or the rights or

property of visitors to or users of the Site, including Waffle Video, LLC 's customers and creators. Waffle Video, LLC reserves the right at all times to disclose any information Waffle Video, LLC deems necessary to comply with any applicable law, regulation, legal process, or governmental request, including to comply with a court order. Waffle Video, LLC also may disclose your information when Waffle Video, LLC determines applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree Waffle Video, LLC may preserve any transmittal and communication by you with Waffle Video, LLC , and may also disclose such data if required to do so by law or Waffle Video, LLC determines such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Waffle Video, LLC , its employees, users of or visitors to the Site, and the public.

You agree Waffle Video, LLC may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site, for cause, for reasons including (but is not limited to): (1) requests by law enforcement or other government agencies; (2) a request by you (self-initiated account deletions); (3) discontinuance or modification of the Site or any service offered on or through the Site; (4) unexpected technical issues; or (5) our determination you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site and Waffle Video, LLC Services.

If Waffle Video, LLC does take legal action against you as a result of your violation of the Terms of Use, Waffle Video, LLC will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted. You agree Waffle Video, LLC will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use. You agree any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Waffle Video, LLC , for which monetary damages would be inadequate, and you consent to Waffle Video, LLC

seeking any injunctive or equitable relief Waffle Video, LLC deems necessary or appropriate. These remedies are in addition to any other remedies Waffle Video, LLC may have at law or in equity.

Electronic Communications

When you visit the Site or send emails to Waffle Video, LLC , you are communicating with Waffle Video, LLC electronically; and you, therefore, consent to receive communications from Waffle Video, LLC electronically. Waffle Video, LLC will communicate with you by email or by posting and updating notices on the Site. You agree to all agreements, notices, disclosures, and other communications Waffle Video, LLC provides to you electronically satisfy any legal requirement that such communications be in writing.

Governing Law

You agree all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in San Diego County, California, and waive any objection to such jurisdiction or venue.

Miscellaneous

These Terms of Use constitute the complete and exclusive statement of the agreement between you and Waffle Video, LLC and supersede all proposals, oral or written, and all other communications between you and Waffle Video, LLC relating to the subject matter of these Terms of Use. In the event any information posted on the Site conflicts with any provision of these Terms of Use, the applicable provision of these Terms of Use shall control. Any terms and conditions of any other instrument issued by you in connection with these Terms of Use which are in addition to, inconsistent with or different from these Terms of Use shall be of no force or effect. These Terms of Use do not, and shall not be construed to create any employer-employee relationship, partnership, joint venture, agency, or franchisor-franchisee relationship between you and Waffle Video, LLC . You may not assign, transfer, or sublicense all or any of your rights or obligations under the

Terms of Use without Waffle Video, LLC 's express prior written consent. Waffle Video, LLC may assign, transfer or sublicense all or any of Waffle Video, LLC 's rights or obligations under the Terms of Use without restriction. The failure of Waffle Video, LLC to exercise or enforce any condition, term or provision of these Terms of Use will not operate as a waiver of such condition, term, or provision. Any waiver by Waffle Video, LLC of any condition, term or provision of these Terms of Use shall not be construed as a waiver of any other condition, term, or provision. If any provision of these Terms of Use is held invalid or unenforceable, the remainder of these Terms of Use shall continue in full force and effect. You agree a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Waffle Video, LLC will not be responsible for failures to fulfill any obligations due to causes beyond its control. Non-English translations of these Terms of Use are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls and shall prevail in case of dispute.

Contact Us

Please contact Waffle Video, LLC with any questions regarding these Terms of Use:

Waffle Video, LLC

1150 NW 72 ND AVENUE TOWER 1 455 18320

MIAMI, FL, 33126

Email: support@wafflevideo.ai

ACCEPTABLE USE POLICY

Last Updated: January 21, 2025

This Acceptable Use Policy ("AUP") describes prohibited uses of Services offered by Waffle Video, LLC , dba Waffle Video, LLC ("Waffle Video, LLC " or "our"). This AUP supplements, and is incorporated into, Waffle Video, LLC 's Service Agreement (currently published at <https://www.wafflevideo.ai> (the "Service Agreement"). In the event of any conflict or

inconsistency among the following documents, and, except as otherwise expressly set forth in an Order and/or signed agreement between the parties, the order of precedence shall be (1) this AUP, (2) the Service Agreement, and (3) the Documentation (other agreement, order, or other documentation). Capitalized terms in this Policy are not otherwise defined in this Policy and have the meanings given in the Service Agreement.

If you violate this Policy, Waffle Video, LLC may deny access, suspend, limit, or terminate your use of the Services. Waffle Video, LLC's right to suspend, limit, or terminate your use of the Services applies even if the violation was committed unintentionally or without your authorization, and whenever Waffle Video, LLC determines suspension or termination is necessary to ensure compliance with laws or to protect the rights, safety, privacy, security or property of Waffle Video, LLC, its customers or third parties.

Waffle Video, LLC may modify this Policy at any time by posting a revised version on the Site. By using the Services, you agree to the latest version of this Policy.

Prohibited Uses

You agree not to use, and not to encourage or allow any User to use, the Services in the following prohibited ways:

1. Modifying, reverse-engineering, hacking, or attempting to hack or otherwise discover any source code or underlying ideas or algorithms, limitations, or vulnerabilities of Services;
2. Using Services in a manner that is, facilitates, or otherwise encourages (a) illegal, fraudulent, or abusive activities; (b) materially interferes with the business or activities of Waffle Video, LLC; or (3) that may harm any of its Users;
3. Selling, reselling, licensing, sublicensing, providing, leasing, lending, using for time-sharing or service bureau purposes, or otherwise using or allowing others to use the Services for the benefit of any third party, except as permitted by the Services Agreement, or any other Agreement;
4. Attempting to bypass or break any security mechanism of the Services, or using Services in any other manner that poses a material security or service risk to Waffle Video, LLC or any of its other users;

5. Permitting direct or indirect access to or use of Services for any form of excessive automated bulk activity such as spamming; inauthentic interactions, such as the creation or use of fake accounts and automated inauthentic activity; or mining or demonstrating proof-of-work or other proof by use of resources for any cryptocurrency or blockchain;
6. Launching or facilitating, whether intentionally or unintentionally, a denial-of-service attack (including any actions, which effectively cause a similar result) on any of the Services, or any other conduct, at Waffle Video, LLC 's sole discretion, materially and adversely impacts the availability, reliability, or stability of the Services;
7. Transmitting, storing, using, displaying, distributing or otherwise making available any content, data or technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program or data, including without limitation viruses, Trojan horses, bots, worms, scripting exploits, time bombs or other malicious code;
8. Using the Services to interfere with or disrupt the integrity or performance of the Services (or their components), or to attempt to gain unauthorized access to the Services, or any related systems or networks;
9. Using the Services for any illegal purpose or to violate, or to encourage or facilitate the violation of, any laws (including, without limitation, data protection, privacy, consumer protection, and export control laws);
10. Copying Services, or any part, feature, function, or user interface thereof, or accessing the Services in order to build a competitive product or service;
11. Using the Services in any manner that would result in infringement, dilution, misappropriation or other violation of any intellectual property or proprietary rights of others, including but not limited to copyrights and rights arising from patents, trademarks, and trade secrets;
12. Using Services to create or transmit any material or content that is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material or content Waffle Video, LLC reasonably believes

- degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, disability, ethnicity, gender, geographic location, national origin, race, religion, sexual orientation or other protected category;
13. Using the Services to transmit, store, display, distribute or otherwise make available content that is defamatory, libelous, threatening, harassing, abusive, hateful, deceptive, fraudulent, obscene, indecent, harmful to minors, or otherwise objectionable;
 14. Collecting or using any Personal Data (as defined in our Privacy Policy) about Users without their permission, or for any purpose other than for which that User has authorized its use; or
 15. Accessing or using Services from a location where we are unable to provide the Services due to export control laws or economic or other sanctions laws to which we are subject.

Responsibility for Users

Users are responsible for violations of this Policy, whether violations are committed by (1) yourself, (2) anyone using the Services with your permission, or (3) anyone using your account without authorization. Your use of Services to assist another person in an activity that would be a violation of this Policy when performed by you, is a violation of this Policy. This Policy applies to anyone accessing or using Services; however, each prohibition included in this Policy shall be interpreted to include, and apply to, any action directly or indirectly taken, authorized, facilitated, promoted, encouraged or permitted by a User of the Services, even if such person did not themselves violate the prohibition.

Monitoring and Enforcement

Waffle Video, LLC reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. Waffle Video, LLC may report any activity it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing applicable customer data. Waffle Video, LLC also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to

help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting Violations

If you become aware of any violation of this Policy, you must immediately notify Waffle Video, LLC by [contacting us at https://www.wafflevideo.ai](https://www.wafflevideo.ai) and providing assistance as reasonably requested to stop or remedy the violation.

Waffle Video, LLC

1150 NW 72 ND AVENUE TOWER 1 455 18320

MIAMI, FL, 33126

Email: support@wafflevideo.ai

PRIVACY POLICY

Last Updated: January 21, 2025

Waffle Video, LLC dba Waffle Video, LLC , a Florida corporation (“Waffle Video, LLC”, “we” or “us”) provides this Privacy Policy to inform users of our Services (as that term is defined in our Service Agreement) of our policies and procedures regarding the collection, use, and disclosure of Personal Data and other information. This Privacy Policy explains what data we collect when you use our Services, why we collect the data, how it is used, and your rights and choices. Capitalized terms used but not defined in this Privacy Policy will have the meanings assigned to them by the Service Agreement.

While providing Services, we may collect information about others from our customers. Our use of information on behalf of our customers is governed by our agreement with the applicable customer and the customer’s own privacy policies. We cannot control and are not responsible for the privacy policies or privacy practices of our customers or any other third parties.

By using or accessing Services and providing us with your Personal Data, you are accepting the practices described in this Privacy Policy, and you are consenting to our processing of your data as set forth in this Privacy Policy now and as amended by us (for information on how we may change our Privacy Policy, please read the “Privacy Policy Changes” section). If you have any

questions or comments about this Privacy Policy or our use of your Personal Data, please contact us.

Information We Collect And How We Use It

Collection of Information

We have collected the following categories of information from our users within the last twelve (12) months:

- Identifiers, including name, email address, phone number, IP address and cookie identifiers;
- Certain financial-related information, including credit card number and billing and shipping addresses;
- Protected classification information, such as age and gender;
- Commercial information, including purchasing history of our customer's employees and representatives who use our Services;
- Internet or other similar network activity, such as browsing history, information on your interaction with our Site, browser type, and referring site;
- Location data; and
- Professional or employment related data with respect to job applicants and our customer's employees and representatives who use our Services, such as professional title.

Categories of Sources

We obtain the personal information of our users from the following categories of sources:

- (a) **Personal Data You Provide To Us.** When you interact with Services, Waffle Video, LLC may gather information that, alone or in combination with other information, could be used to identify you ("Personal Data"), as described below. If you are an EU or UK data subject, please see the "EU and UK Data Subject" section for information on your rights in relation to Personal Data.

1. **Personal Data used to provide Services and respond to**

requests. When signing up for Services, users are required to provide their email address and a password while creating an account with us. For purchases and payments, we collect payment and billing information such as credit card and banking details, and billing and shipping addresses. We use this data to provide access to Services, contact you regarding your access and use of Services, or to notify you of important changes to the Services. For EU and UK data subjects, such use is necessary for the performance of the contract between you and us.

On some Site sections, you may complete a web form to give Personal Data to us directly, such as on our “Contact Us” page. We also collect Personal Data (e.g., your name, email, and phone number) when you request information, including a product demo, ask to download or upload content, register for an account or event, or subscribe to email lists. We use your contact information to respond to your request. For EU and UK data subjects, such use is necessary to respond to your request. If you send us a request or question regarding the use of the Services (for example via a support email), we may publish it (in anonymous form only) in order to help us respond to your request, or to help us support other users.

Waffle Video, LLC collects Personal Data you provide through Services only as necessary and appropriate to fulfill the purpose of your interaction with Waffle Video, LLC, such as providing you with Services and/or answering any requests regarding Services. You may always refuse to supply Personal Data, however doing so

may prevent you from accessing Services or engaging in certain activities.

- (b) **Personal Data we receive from third party applications.** Waffle Video, LLC may receive Personal Data about you from third parties. For example, if you access the Services through a third-party service or interact with the Services via a third-party service connected to the Services, that third party may pass certain Personal Data you provided to its service to Waffle Video, LLC . This information may include, but is not limited to, user IDs associated with your account, your name and email address, any information you have permitted the third party to share with Waffle Video, LLC , and any information you have made public in connection with that service. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to Services. The terms governing your use of a third-party service will control what Personal Data, if any, that third party shares with Waffle Video, LLC . If you communicate with Waffle Video, LLC via social media, and choose to share your user generated content with Waffle Video, LLC , Waffle Video, LLC may receive information such as posts or videos you've created, your photo, your account name and your comments about Waffle Video, LLC .
- (c) **Personal Data we receive from other third parties.** Waffle Video, LLC may obtain information about you from third-party sources, such as public sources, social media platforms (like LinkedIn, Twitter, and other platforms) and third-party data providers and information services. Examples of the information we may obtain from such third parties include your company, company size, job title and seniority, industry, and other profile information. We may also receive information about you and your engagement with our advertisements from our ad servers, ad networks, social media platforms, and other sources. This may include the websites you visited before coming to Waffle Video, LLC . If you prefer

not to have your information used for this purpose, you can opt out at any time by emailing us.

- (d) **Personal Data used to process applications for employment.** If you submit a job application through the Site, we will collect your resume and all additional information you elect to provide to us, including but not limited to employment and education history. We will use your contact details and data about your employment history and education to conduct job interviews and evaluate your application. For EU and UK data subjects, this use is necessary to respond to your request to process your application for employment.
- (e) **Personal Data used for marketing.** We may use your email to tell you about your Services, new features, upcoming events and promotions, solicit feedback, or just keep you updated about Waffle Video, LLC . If you change your mind about receiving information from us or about the use of information volunteered by you, please send us via our “Contact Us” links with a request specifying your desired changes. You may also choose to opt out of receiving such emails by following the unsubscribed instructions included in emails. We may also use your phone number to contact you directly by phone.

Where required by applicable law (for example, if you are an EU or UK data subject), we will only send you marketing information by email or mail, or contact you by phone, if you consent to us doing so. When you provide us with your consent to be contacted for marketing purposes, you have the right to withdraw your consent at any time by following the instructions to “opt out” of receiving marketing communication in each marketing email we send. In addition, if at any time you do not wish to receive future marketing communications or wish to have your name deleted from our mailing or calling lists, please click on the “Privacy Request” button at <https://www.wafflevideo.ai>. Please note if you opt out from marketing communications, we may still contact you regarding issues related to our Services and to respond to your requests.

2. **Automatically Collected Information.** Waffle Video, LLC may collect information that web browsers and servers typically make available, such as browser type, language, referring site, and date and time of each visitor request. We may store this information in log files. Waffle Video, LLC may also collect Internet Protocol (“IP”) addresses, which can be used to identify the location from which your computer is connecting to the Site, for providing support and Services.

Waffle Video, LLC may also collect statistics about the behavior of visitors through cookies and similar technologies. Waffle Video, LLC’s purpose in collecting such information is to better understand how visitors use Services, and to improve access to and use of Services.

3. Information we process on behalf of customers may contain certain information that may include Personal Data, relating to customers’ employees, contractors, or other users (“Users”) they transmit or otherwise submit to Waffle Video, LLC. While our customers or Users decide what data to submit, this information typically includes email address and names.

Waffle Video, LLC may collect and store data relating to, generated by, provided in connection with, or derived from customers’ use of the Services (“Usage Data”) in order to provide, maintain, support, enhance, develop and improve the Services and Waffle Video, LLC’s offerings. Waffle Video, LLC will not disclose individual usage data other than in an aggregated and de-identified form. For EU and UK data subjects, this use of your Personal Data is necessary for our legitimate interests in understanding how Services are being used and to improve your experience.

Data Retention

We will retain Personal Data customers provide to us through the Services for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law. We will retain Personal Data we process on behalf of our customers for the duration set forth in the applicable contract or as otherwise instructed by the customer.

Bulletin Boards/Chat Rooms

If you submit a post or participate in a discussion on a bulletin board or chat room on the Services, you should be aware any Personal Data you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the Personal Data you choose to submit in these forums.

Disclosure Of Personal Data

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

- Identifiers,
- Certain financial-related information,
- Protected classification information,
- Commercial information,
- Internet or other similar network activity,
- Location data, and
- Professional or employment related data.

We share personal information for business purposes with various categories of third parties. Waffle Video, LLC discloses Personal Data only to those of its employees, contractors, and service providers that (1) need to know that data in order to perform certain services and functions on Waffle Video, LLC 's behalf and (2) have agreed to data protection and confidentiality obligations requiring them to protect that data. Third-party service providers include: (i) providers of payment processing, customer support services and hosting (which support us in the provision and maintenance of the Services), (ii) web analytics service providers (which help us collect statistics and other information, including through cookies, about the behavior of users of the Services - for more details, please see the "Cookies" section); (iii) marketing and sales automation tools allowing us to manage marketing and sales processes; (iv) phone and chat communication tools allowing us to communicate with prospects and customers; (v) integration tools allowing us to capture data in one platform and send it to another; (vi) survey and poll tools

allowing us to capture information about our Services; and (vii) event and meeting platforms allowing us to host and manage virtual and in-person events. Pursuant to our instructions, these parties may access, process or store Personal Data in the course of performing their duties to us and only as necessary to provide the services we request.

Waffle Video, LLC may also disclose Personal Data when required to do so by law, such as to comply with a subpoena, bankruptcy proceedings, or similar legal process, or in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, or when Waffle Video, LLC believes in good faith that disclosure is reasonably necessary to protect the property or rights of Waffle Video, LLC, third parties, or the public at large.

Waffle Video, LLC may disclose Personal Data in connection with a merger, acquisition, or sale of all or a portion of its assets (a “Corporate Transaction”). If Waffle Video, LLC is involved in a Corporate Transaction, you will be notified either via email and/or a prominent notice through the Service of any change in ownership or uses of your Personal Data, as well as any choices you may have regarding your Personal Data, or we will require any such buyer to agree to treat your Personal Data in accordance with this Privacy Policy.

In the preceding twelve (12) months, we have not sold our users’ personal information.

Access and Deletion Requests

You may click on the “Privacy Request” button at <https://www.wafflevideo.ai> to request that we provide you with a copy of your Personal Data or that we delete your Personal Data we maintain on our systems. We will respond to your request within a reasonable period. If you are an EU or UK data subject or California resident, see your additional rights below.

Rights of Certain California Residents

The California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) provide certain California residents with the additional rights listed below.

Right to Access. You have the right to request we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you,
- The categories of sources for the personal information we collected about you,
- Our business or commercial purpose for collecting personal information,
- The categories of third parties with whom we share personal information, and
- The specific pieces of personal information we collected about you (which will also allow you to exercise your data portability right).

Data Portability Right. You have the right to request we provide you with access to the information above (under Right to Access) in a readily useable format that allows you to transmit (i.e., port) the information to another entity without hindrance. If you make a request under your right to request access, you will receive access to your information in a readily useable format.

Right to Delete. You have the right to request that we delete any of personal information collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. You must contact the applicable business customers directly to delete your information they have in their systems.

We may deny your deletion request or not delete some of your personal information, if retaining the information is necessary for us or our service provider(s) to:

- (a) Complete the transaction for which we collected the personal information, provide a good or service you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
- (b) Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;

- (c) Debug products to identify and repair errors that impair existing intended functionality;
- (d) Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
- (e) Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.);
- (f) 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 the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent;
- (g) Enable solely internal uses aligned with consumer expectations based on your relationship with us;
- (h) Comply with a legal obligation;
- (i) Make other internal and lawful uses of information compatible with the context in which you provided it; and
- (j) We may also limit our deletion to the extent permitted by applicable law.

Right to Update. You have the right to request inaccurate personal information we hold about you be corrected.

Right to restrict the use and disclosure of your sensitive information. You have the right to request we limit our use and disclosure of your sensitive personal information. We currently do not request or retain any sensitive personal information from our customers.

Categories of Personal Data collected by Waffle Video, LLC . For more details on how we use the Personal Data, who we disclose it to for a business purpose, and how long we keep it for, please see the sections "Categories of Sources," "Disclosure of Personal Data," and "Data Retention" set forth herein.

Categories of Personal Data disclosed for a business purpose. You have the right to request we limit our use and disclosure of your sensitive personal information. We currently do not request or retain any sensitive personal information from our customers.

Exercising Your Rights. To exercise your rights, please contact us as follows:

- Submit your request by visiting our Privacy Center at <https://www.wafflevideo.ai> and clicking on the “Privacy Request” button where you can select your specific request (e.g., right to access, right to portability, or right to delete); or
- Email us at support@wafflevideo.ai and provide the following information:
 - Full name and email address associated with your use of our Services, and
 - Your specific request (e.g., right to access, right to portability, right to update or right to delete).

We will attempt to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period.

Non-Discrimination. We will not discriminate against you for exercising any of your rights under the CCPA or CPRA. Unless permitted by the CCPA or CPRA, we will not:

- Deny goods or services,
- Charge different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties,
- Provide a different level or quality of goods or services, or
- Suggest you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA and CPRA that can result in different prices, rates, or quality levels. Any CCPA or CPRA-

permitted financial incentive we offer will reasonably relate to your personal information's value to Waffle Video, LLC and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time. We currently do not provide any financial incentives.

No Sale or Sharing of Personal Information. We do not sell or share (for the purpose of cross-context behavioral advertising) your personal information, as those terms are defined under the CCPA/CPRA.

EU and UK Data Subjects

Scope: This section applies if you are an EU or UK data subject (for these purposes, reference to the EU also includes the European Economic Area countries of Iceland, Liechtenstein, Norway and, where applicable, Switzerland).

Data Controller: Waffle Video, LLC is the data controller of Personal Data provided to, or collected by or for, our Services, but we may function as data processors on behalf of our customers for Personal Data we process on their behalf when providing Services.

Your Rights: Subject to applicable law, you have the following rights in relation to your Personal Data:

- **Right of access:** If you ask us, we will confirm whether we are processing your Personal Data and, if so, provide you with a copy of that Personal Data along with certain other details. If you require additional copies of the data, we may need to charge a reasonable fee.
- **Right to rectification:** If your Personal Data is inaccurate or incomplete, you are entitled to ask us to correct or complete it. If we shared your Personal Data with others, we will tell them about the correction where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so you can contact them directly.

- **Right to erasure:** You may ask us to delete or remove your Personal Data, such as where you withdraw your consent. If we shared your data with others, we will tell them about the erasure where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so you can contact them directly.
- **Right to restrict processing:** You may ask us to restrict or ‘block’ the processing of your Personal Data in certain circumstances, such as where you contest the accuracy of data or object to its use. We will tell you before we lift any processing. If we shared your Personal Data with others, we will inform them about the restriction where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so you may contact them directly.
- **Right to data portability:** Effective 25, May 2018, you have the right to obtain your Personal Data from us that you consented to provide or that was provided to us as necessary in connection with our contract with you. We will give you your Personal Data in a structured, commonly used, and machine-readable format. You may reuse it elsewhere.
- **Right to object:** You may ask us at any time to stop processing your Personal Data, and we will do so if we are processing your Personal Data for direct marketing and otherwise. However, if we are relying on a legitimate interest to process your Personal Data and we demonstrate compelling legitimate grounds for the processing we may continue.
- **Rights in relation to automated decision-making and profiling:** You have the right to be free from decisions based solely on automated processing of Personal Data, including profiling, that produces a significant legal effect on you, unless such profiling is necessary for entering into, or the performance of, a contract between you and us, or you provide your explicit consent.
- **Right to withdraw consent:** If we rely on your consent to process your Personal Data, you have the right to withdraw consent at any time. Withdrawal of consent will not affect any processing of your data before we receive notice you wished to unsubscribe.

- **Right to lodge a complaint with the data protection authority:** If you have a concern about our privacy practices, including the way we manage your Personal Data, you can report it to the data protection authority that is authorized to manage those concerns.

You may exercise your rights by visiting our Privacy Center at <https://www.wafflevideo.ai> and clicking on the “Privacy Request” button where you can select your specific request (e.g., right of access, right to erasure, etc.).

Legitimate Interest. “Legitimate interests” means the interests of Waffle Video, LLC in conducting and managing our organization. For example, we have a legitimate interest in processing Personal Data to analyze how Services are being used, and to ensure network and information security, as described in this Privacy Policy. When we process Personal Data for our legitimate interests, we make sure to consider and balance any potential impact on you, and your rights under data protection laws. Our legitimate interests do not automatically override yours. We will not use Personal Data for activities where our interests are overridden by the impact on you unless we have your consent, or those activities are otherwise required or permitted to by law. You have the right to object to processing that is based on our legitimate interests. For more information on your rights, please see the “Your Rights” section above.

International Data Transfers from Europe

Your personal information may be transferred to Waffle Video, LLC and its service providers in countries other than the country in which you are resident, including in the United States. These countries may have data protection laws that differ from the laws of your country and may not provide the same level of protection as your country.

Model Clauses

If you are located in the European Economic Area, the UK or Switzerland, we will protect your personal information when it is transferred outside of your jurisdiction by (a) processing it in a territory that provides an adequate level of protection based on its data protection laws; (b) implementing appropriate safeguards to protect personal information, such as relying on the European standard contractual clauses (“Model Clauses”); (c) by

seeking consent for transfers of your personal information for specific purposes; and/or (d) by relying on other transfer mechanisms approved by authorities in the country from which data are transferred. Waffle Video, LLC relies on Model Clauses for data transfers.

EU-U.S. Data Privacy Framework with UK Extension, and Swiss-U.S. Data Privacy Framework

Waffle Video, LLC complies with the EU-U.S. Data Privacy Framework (“EU-U.S. DPF”), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (“Swiss-U.S. DPF”) as set forth by the U.S. Department of Commerce. Waffle Video, LLC has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (“EU-U.S. DPF Principles”) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) under the UK Extension to the EU-U.S. DPF. Waffle Video, LLC has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (“Swiss-U.S. DPF Principles”) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (“DPF”) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

Waffle Video, LLC is responsible for the processing of personal data it receives, under the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and Swiss-U.S. DPF and subsequently transfers to a third party acting as an agent on its behalf. Waffle Video, LLC complies with the EU-U.S. DPF Principles and the Swiss-U.S. DPF Principles for all onward transfers of personal data from the EU, UK, and Switzerland, including the onward transfer liability provisions.

The Federal Trade Commission has jurisdiction over Waffle Video, LLC’s compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF. In certain situations, Waffle Video, LLC may be required to disclose personal data in

response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Recourse, Enforcement, Liability: In compliance with the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF, Waffle Video, LLC commits to resolve complaints about your privacy and our collection or use of your Personal Data. European Union, UK (and Gibraltar) or Swiss individuals with inquiries or complaints regarding this Privacy Policy should first contact Waffle Video, LLC as follows:

- Email: support@wafflevideo.ai
- Postal Mail:

Waffle Video, LLC

1150 NW 72 ND AVENUE TOWER 1 455 18320

MIAMI, FL, 33126

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Waffle Video, LLC commits to refer unresolved complaints concerning its handling of non-HR related personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF to TRUSTe, an alternative dispute resolution provider based in the United States. For clarity, Non-HR related data includes all personal data processed by Waffle Video, LLC on behalf of its customers. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit <https://feedback-form.truste.com/watchdog/request> for more information or to file a complaint. The services of TRUSTe are provided to you at no cost.

Further, Waffle Video, LLC commits to cooperate and comply with the advice of the panel established by the EU data protection authorities (DPAs), the UK Information Commissioner's Office (ICO) and the Gibraltar Regulatory Authority (GRA), and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

For complaints regarding EU-U.S. DPF, the UK Extension to the EU-U.S DPF, and Swiss-U.S. DPF compliance not resolved by any of the other DPF mechanisms, you have the possibility, under certain conditions, to invoke binding arbitration. Further information can be found on the official DPF website:

<https://www.dataprivacyframework.gov/s/article/ANNEX-I-introduction-dpf?tabset-35584=2>.

Cookies

We and our partners use cookies or similar technologies to optimize the functionality of the Site, help us understand how the Site is used and provide you with interest-based advertising based upon a user's browsing activities and interests. For more information about the cookies and similar technologies used on our Site, please refer to our [Cookie Policy](#) and [Security page](#).

Links to Other Websites

This Privacy Policy applies only to the Services and not to any third-party sites or hosted services you may find or access through our Site. If you submit Personal Data to any of those sites or services, your information will be governed by their privacy policies. We encourage you to carefully read the privacy policy of any site you visit or hosted service you use.

Waffle Video, LLC , with its partnership and commitment to Security and Privacy with NAME OF DATA STORAGE, also provides a link to their [Privacy Statement](#) .

Social Media Widgets

The Services may include social media features, such as the Twitter button, and widgets, such as the “share this” button or interactive mini-programs. These features may collect your IP address, which page you are visiting on the Site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on the Services. Your interactions with these features are governed by the privacy policy of the company providing it.

Do Not Track

Currently, various browsers - including Microsoft Edge, Firefox, and Safari - offer a “do not track” or “DNT” option that relies on technology known as a DNT header, which sends a signal to the websites visited by the user about the user’s browsers DNT preference setting. Waffle Video, LLC does not currently commit to responding to browser’s DNT preference across its Services, because no common industry standard for DNT has been adopted by industry groups, technology companies or regulators, including no consistent standard of interpreting user intent. Waffle Video, LLC takes privacy and choices regarding privacy seriously and will make efforts to continue to monitor the development around DNT browser technology and the implementation of a standard for DNT.

Security

We take precautions to ensure the security of your Personal Data. We follow generally accepted standards to protect the Personal Data submitted to us, both during transmission and once we receive it. When you enter your login information on the Service, all information to and from the service is encrypted using Transport Layer Security (TLS).

However, like any hosted service provider, we cannot guarantee unauthorized third parties or unauthorized personnel will not gain access to your Personal Data despite our efforts. You should note in using the Services, your information will travel through third-party infrastructures which are not under our control.

We cannot protect, nor does this Privacy Policy apply to, any information you transmit to other users of the Services. You should never transmit personal or identifying information to other users.

If you have any questions about the security of the Services, you can [contact us](#).

Privacy Policy Changes

Although most changes are likely to be minor, Waffle Video, LLC may change its Privacy Policy from time to time, and in Waffle Video, LLC’s sole discretion. If we make any material changes to this Privacy Policy, we will either notify you by email (sent to

the email address specified in your account) or by means of a notice on or within the Services prior to the change becoming effective, or as otherwise required by applicable law. We encourage you to periodically review the Site for the latest information on our privacy practices. Your continued use of the Services after any change in this Privacy Policy takes effect will constitute your acceptance of such change.

Contact Us

If you wish to make a request regarding your personal information, please visit our Privacy Center at <https://www.wafflevideo.ai> and click on the “Privacy Request” button where you can select your specific request.

If you have questions or concerns about this Privacy Policy, please contact us at:

Waffle Video, LLC

1150 NW 72 ND AVENUE TOWER 1 455 18320

MIAMI, FL, 33126

Phone:

Email: support@wafflevideo.ai

COOKIE POLICY

Last Updated: January 21, 2025

The Cookie Policy (“Policy”) explains the different types of cookies and similar technologies that may be applied on the browsers and devices of consumers who visit

<https://www.wafflevideo.ai>, and any other websites (together the “Site”) owned by Waffle Video, LLC dba Waffle Video, LLC , a Florida corporation (“Waffle Video, LLC ”, “we” or “us”) or who use our services, such as our continuous integration software and related technologies (the “Services”).

This Policy does not apply to the privacy practices of third-party websites which may be linked to this Site.

For more information about our data practices, see our [Privacy Policy](#).

We may update this Policy to reflect changes to cookies we use or for other operational, legal or regulatory reasons. Please re-visit this Policy regularly to stay informed about our use of cookies and similar technologies. The date at the top of this Policy indicates when it was last updated.

If you have questions or concerns about this Policy, please contact us at:

Waffle Video, LLC

1150 NW 72 ND AVENUE TOWER 1 455 18320

MIAMI, FL, 33126

Email: support@wafflevideo.ai

Consent

By continuing to visit our Site or by using our Services, you are agreeing to the use of cookies and other similar technologies for the purposes described in this Policy.

What are Cookies?

Cookies are small text files downloaded to your browser by a website you visit. Cookies help our Site remember information about you, which makes our Site more user friendly and more useful to you. Most web pages contain elements from multiple web domains so when you visit our Site and Services, your browser may receive cookies from several sources. This includes third parties providing services on our behalf, such as site analytics, ad targeting, form filling, etc. Waffle Video, LLC does not have access or control over cookies used by third parties.

Why do we use Cookies?

Our Site may use both first-party cookies (set by Waffle Video, LLC) and third-party cookies (set by third parties). “Strictly Necessary” cookies are required for technical reasons in order for the Site and Services to operate. “Performance” cookies measure site performance to allow us to improve our Site and Services. “Functional” cookies enable improved functionality and personalization. “Targeting” cookies enable the Site and its partners to deploy targeted advertisements. The specific types of cookies and purposes they perform are described below.

Cookie Preferences and Disabling Cookies

If you do not agree to the use of these cookies, please disable or delete them by following the instructions for your browser. Please note the Site and Services may not function well if cookies are disabled. It may also stop you from saving customized settings, like login information.

If you delete your cookies, you will need to opt out again from targeted advertising (see below). You may download a browser extension that will help preserve the opt-out preferences you set by visiting www.aboutads.info/PMC.

Opting out of Targeted Advertising by Third Parties

For cookies tracking activity in connection with targeting advertising, you can opt-out of third-party targeting cookies on the Digital Advertising Alliance's consumer choice page (<http://optout.aboutads.info>) or the Network Advertising Initiative's consumer choice page (<http://optout.networkadvertising.org>) or the European Interactive Digital Advertising Alliance consumer choice page (<http://youronlinechoices.eu>).

Some third-party targeting providers have their own opt-out mechanisms linked from their sites or their online-posted privacy policies. You should review the privacy policies of those companies for these opt-out links if you no longer wish to receive targeted advertising from a particular company, or multiple companies.

Please note opting out from targeted advertising will not opt you out of being served advertising. You will continue to receive generic ads.

Other tools offered by third parties can help you see and manage the types of cookies and trackers you encounter. More information about cookies and cookie management, including links to browser manufacturers' cookie management pages, can be found on www.allaboutcookies.org and www.aboutcookies.org. For other browsers not included on www.aboutcookies.org, please consult the documentation your browser manufacturer provides. If you access the Site on your mobile device, you may not be able to control tracking technologies through these settings.

After your initial visit to the Site and Services we may change the cookies and other technologies we use.

Types of Cookies

Strictly Necessary Cookies

These cookies enable you to navigate and use the Site. These cookies are necessary for Site function and cannot be switched off. They are typically set in response to actions made by you which amount to a request for services, such as setting privacy preferences, authenticating users, logging in, or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not work.

Performance Cookies

Performance cookies and other improve the user experience by enabling personalization such as log ins, as well as enabling features like chat support. They assist in filling out forms more easily.

Functional Cookies

These cookies and other technologies help us learn how well our Site and Services are performing. We use these cookies to understand, improve, and research our Site and Services.

Targeting Cookies

Targeting cookies collect information about browsing habits associated with your device. They are used to make advertising more relevant to your interests. Third parties provide these services in return for recognizing your device has visited a site. These third parties may deploy advertising cookies both when you visit our Site and Services and when you navigate from our Site and Services to theirs.

Unclassified

Unclassified cookies are cookies for which classification is in process.

TRADEMARK USAGE GUIDELINES

Last Updated: January 21, 2025

Below is a non-exhaustive list of the trademarks, logos, and brands of Waffle Video, LLC (hereafter “we,” “us,” or “our”). To protect valuable intellectual property rights, we have outlined the list below. Though we endeavor to keep it current, it is not an exhaustive list of our trademarks, logos, and brands, the absence of a name or logo from the list below does not constitute a waiver of Waffle Video, LLC’s intellectual property rights in any name or logo. This list is subject to change at any time, and it is the user’s responsibility to review it as it is updated.

Word Marks

Logos

Guidelines for Use

COPYRIGHT INFRINGEMENT NOTICE AND TAKEDOWN POLICY

Last Updated: January 21, 2025

Waffle Video, LLC respects copyright holder rights. Waffle Video, LLC abides by the federal Digital Millennium Copyright Act (“DMCA”) and similar regulations in other jurisdictions. Waffle Video, LLC responds to written notifications of alleged infringement by copyright holders, and may remove or disable access to allegedly infringing material residing on our websites or within our Services (“Services”). The Copyright Infringement Notice and Takedown Policy (“Policy”) incorporates and includes Waffle Video, LLC’s Service Agreement (published at <https://www.wafflevideo.ai> (“Agreement”)); and Waffle Video, LLC’s Acceptable Use Policy (currently published at <https://www.wafflevideo.ai>). In the event of conflict or inconsistency, except as otherwise expressly set forth in an order and/or other signed agreement between the parties, the order of precedence shall be (1) this Policy, and (2) the Agreement.

Reporting Copyright Infringement

If you believe content accessible through or residing on our Services infringes upon your copyright, please send a written notice of copyright infringement containing the following information to our Copyright Agent at the address below:

- Identification of the work or material you allege infringed;
- Identification of the material claimed to be infringing, including its location within the Services, with sufficient detail so that we are capable of finding and verifying its existence;
- Your contact information, including your name, address, telephone number, and email address;
- If you are not the copyright owner, your relationship to the copyright holder;
- A statement that you have a good faith belief the use of the material is not authorized by the copyright owner, its agent, or law;
- A statement made under penalty of perjury that the information provided in the notice is accurate and you are authorized to make the complaint on behalf of the copyright owner; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please note the information provided in a notice of copyright infringement may be forwarded to a user who posted the allegedly infringing content. Additionally, under Section 512(f) of the DMCA and similar regulations in other jurisdictions, anyone who knowingly misrepresents that material or activity is infringing may be liable for damages and attorneys' fees incurred by the alleged infringer or by Waffle Video, LLC .

Our Response to Copyright Infringement Notification

Following receipt of proper written notification, Waffle Video, LLC will promptly: (1) remove or disable the allegedly infringing content; (2) notify the user who posted the allegedly infringing material and notify them we have removed or disabled it; and (3) provide a copyright infringement notification to the user. We reserve the right to suspend or terminate access to Services of users who infringe the copyrights of others, especially where such infringement may be done repeatedly and/or egregiously.

Submitting a DMCA Response to Takedown

If you believe your content was removed or disabled by mistake or misidentification, you may send us a response including the following:

- Identification of material removed or to which access has been allegedly mistakenly disabled, and the location at which the material appeared in our Services before it was removed or access was disabled;
- Your contact information including: name, address, telephone number, and email address;
- A statement consenting to the jurisdiction of the U.S. Federal District Court for the judicial district in which you are located (or the U.S. District Court for the Southern District of California located in San Diego, California if your address is outside the United States), and that you shall accept service of process from the person or the agent of the person who provided the notification of infringement;
- A statement affirming, under penalty of perjury, you have a good faith belief the material was removed or disabled as a result of a mistake or misidentification; and
- Your physical or electronic signature.

Please note that under Section 512(f) of the DMCA and similar regulations in other jurisdictions, any person who knowingly misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Upon receipt of a valid response, we shall forward it to the person who submitted the infringement notification. The person who submitted the infringement notification (or the copyright holder they represent) shall then have fifteen (15) days to notify us they have filed legal action relating to the allegedly infringing material. If we do not receive any such notification within fifteen (15) days, we may restore the material to the Services.

Repeat Infringement Policy

In accordance with the DMCA and other applicable law, it is our policy to terminate access to the Services for any user who, in our sole discretion, are deemed repeat infringers. Additionally, and in our sole discretion, we may limit and/or terminate access to Services for users who infringe intellectual property rights of others, whether repeat infringers or not.

Copyright Agent Contact

Both infringement notifications and responses should be submitted to our Copyright Agent at:

Waffle Video, LLC

Attention: **Waffle Video**

Waffle Video, LLC

1150 NW 72 ND AVENUE TOWER 1 455 18320

MIAMI, FL, 33126

Email: support@wafflevideo.ai