

## Terms of Use and Privacy Policy

Thank you for installing our app.

The Official TWRP app is brought to you free of charge by Team Win LLC, 420 NE Fox Trail Drive, Blue Springs, MO 64014, USA ("TWRP") and our partner P3 insight GmbH, Am Kraftversorgungsturm 3, 52070 Aachen, Germany ("P3 insight"). Any use of the app is only allowed under these conditions.

**By downloading and using the app and accepting these terms and using the app you agree that we collect system and usage parameters and measurements from connectivity tests and provide those pseudonymized to our partners. You can access some aggregates of the collected information, like your download data speed, in the dedicated screen(s) within the app. The app does not collect personal data (i.e. any data identifying individuals).**

### Use of our app

You are not authorised to distribute the app and its contents, logos or graphics in any way. Legal notices that appear in conjunction with our services may in no way be removed, defaced or altered. We grant you in this regard, a non-exclusive, non-transferable right to use this app. With cessation of service, the right to use ceases. You are not authorised to use the app beyond the permissions by this contract nor have third parties use it or otherwise make available to any third party. In particular, you are not permitted to copy the app or any part thereof or to decompile the app. However, you are of course free to recommend this app so that others can install the app and use themselves.

You agree not to use the app in an improper manner. This means that you may not modify or manipulate the app and its data. By using the app, you will not acquire any copyright or intellectual property rights in our services or the content, logos and graphics that you access, which means you cannot use them without our explicit consent.

### Costs

The app is provided to you free of any charge made by us. The app will transmit data and this transmitted data may, however, incur costs or be deducted from your data allowance depending on your service contract, and you remain responsible for any such charges from your service provider. We try to keep this data volume as small as reasonably possible.

### Liability

TWRP and our partner, P3 insight, do not warrant that the transferred information is accurate and complete. Except as provided by law, we are not liable should you incur damage from improper, incomplete or delayed transmission of information or a fault of the application. If the application or the transmission of data leads to interference or damage to hardware or software, we are responsible only to the extent caused by intent or gross negligence by us. We are not liable for any data loss, and you are advised (as you would be when installing and using any app) to ensure you have appropriate backup of the data stored on your device.

Although we always do our best to keep the app free of viruses, we do not guarantee that it is virus-free. Again, as with any app you may download and use, you are advised to take care of your own protection and ensure you take appropriate security measures to prevent viruses.

You are not entitled to a continuous and uninterrupted availability of the application. However, we endeavor to achieve the highest possible availability and troubleshoot as quickly as possible. In addition, we have the right to temporarily or permanently discontinue our service, even without notice to you individually.

In accordance with the Product Liability Law, nothing in these terms seeks to limit or exclude liability in relation to death or personal injury.

### **Our Service**

We modify and improve our services continuously. We may, for example, add or remove functions or features or introduce new or additional restrictions on our services.

### **Declaration of Consent**

**By downloading and using the app you agree to these Terms of Use and the collection and use of pseudonymous data as set out in the Privacy Policy. If you do not agree to the Terms of Use and Privacy Policy, you cannot use the app.**

### **Privacy Policy**

TWRP and our partner P3 insight are aware that you consider a particularly safe handling of all your data as extremely important. All your data is processed by us in accordance with the provisions of the relevant EU legislation, as implemented in Germany.

You always have the right to obtain information about the nature and extent of the stored data or request deletion of the data collected from your device. For this purpose, please address your request to: [ins.datenschutz@p3-group.com](mailto:ins.datenschutz@p3-group.com). You can always retrieve this Privacy Policy in the app.

#### What information is collected

This app does collect personal-related (pseudonymous) data. This is information that is not directly associated with the real-life identity of the user, for example, the type of internet connection or the measured velocity and location. The app is using ACRA as a crash analysis framework which may submit crash logs to P3 insight.

In NO case do we collect content information such as messages or passwords.

In addition to the results of the tests run in the app, other localization information and technical (system) parameters are obtained. Some technical parameters (such as wireless network information) are collected periodically, e.g. subject to GPS localization events.

Specifically, the following data will be collected from the user's device and analyzed:

Measurement results of the tests run in the app (active measurement "Connection Test")

- Internet availability / success ratio

- Download time

Measurement data collected through use of the device (passive measurements)

- Download speed
- Upload speed
- Latency
- Dropped calls
- Wireless access technology
- Coverage / signal strength

System and usage parameters

- User ID (pseudonymous random number)
- Wireless network information (e. g. network operator, Cell ID, signal strength, SSID)
- Device information (e. g. model, operating system)
- Location information (e. g. longitude / latitude)
- Usage information (e. g. transferred amount of data, call logs, DNS)
- App usage (e. g. of all installed apps, their usage time, duration, volume and location)
- Time information (e. g. time stamps of the measurements)
- Other system information (e. g. battery status, memory usage, connected devices)
- Release information (e. g. app build, data formats)

The regular execution of the connection test and the collection of the system and usage information take place in the background.

#### Transfer and disclosure of information

The measured data from the app is stored in a database and used for statistical analyses, mainly about network quality and service satisfaction. The information collected by your kind assistance supports the development and improvement of telecommunication networks as well as understanding relevant and underlying usage-related topics. With acceptance of the Terms of Use, you agree that the information as set forth in the Privacy Policy, is stored, transferred and used by our partners.

**Your data will be shared only exceptionally when required for legal or regulatory reasons.**

On request of a competent authority, we may, in individual cases only, disclose inventory data, insofar as this is necessary for law enforcement purposes.

#### Right to Information

You always have the right to access, amend or block your stored data. To do so, please write to us. You can also contact our Privacy Officer at the e-mail address [ins.datenschutz@p3-group.com](mailto:ins.datenschutz@p3-group.com).

#### Opt-out

You always have the option to uninstall the application. With the application being uninstalled the collection of information is stopped immediately.

**Final Provisions**

TWRP and our partner P3 insight reserve the right to update these Terms of Use.

*Dated: 2016, November 20*

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