

(MAKEWAY Terms & Conditions with a Privacy Policy)

Last Updated August 2019

## **Terms & Conditions**

### **Terms of Use**

These Terms of Use ("Terms") govern your rights and obligations regarding the use of MAKEWAY'S Software ("Software") and service (both collectively referred to as the "Service") on the Internet or in cellular media. These Terms constitute a fully binding agreement between Invent F & W, LLC (including its affiliates and subsidiaries, "MAKEWAY" or "We") the proprietor of all rights in and to the Service, and you. It is therefore recommended that you carefully read these Terms. By using the MAKEWAY Service, you signify your assent to these Terms; MAKEWAY'S privacy policy (["Privacy Policy"](#)); both of which are an integral part of these Terms. If you do not agree to these Terms or any of its parts, then you are prohibited and must refrain from using the Service.

**Key Points.** The following key points of the Terms are highlighted here for your convenience only. These key points are not made in lieu of the full Terms and their presence in this section does not mean that they are intended to supersede or override any other terms or conditions provided by MAKEWAY. Road information prevails. The information provided by the Service is not intended to replace the information provided on the road, such as travel direction, time-based restrictions, lane restrictions, road blockades, traffic signs, traffic lights, police instructions, cautious driving, etc. Always drive vigilantly according to road conditions and in accordance with traffic laws.

### **Non-continuous updates.**

The information provided by the Service originates from municipalities, first-responders and other services. Such information is intrinsically unstable and may be inaccurate or incomplete. MAKEWAY does not provide any warranties to such information's credibility or reliability.

### **Location-based Service.**

Some features of the Service make use of detailed location and route information, for example in the form of GPS signals and other information sent by your mobile device on which the MAKEWAY application is installed and activated. These features cannot be provided without utilizing this technology. Please note, as described in detail in the Privacy Policy. (I) MAKEWAY uses your location and route information to be able to send an alert when using the Service. MAKEWAY uses this history to offer the Service to you, to improve the quality of the Service it offers to you and to all of its users and to improve the accuracy of its alert and distance technologies. This history is associated with your account. This history is retained by MAKEWAY for a limited period of time and in accordance with the Privacy Policy. The Internet connection required to use the Service, and any associated charges (e.g. mobile data expenses) incurred by your use of the Service are your exclusive responsibility and made solely at your expense. Transmitting and receiving real-time updates to and from the Service, requires an online (e.g. Wi-Fi, 3G, 4G, LTE) connection

between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

### **Age.**

The Service is intended for use by users who are of the legal age required to hold a driving license. In any case, accounts of users under the age of 13 years will be cancelled and deleted by MAKEWAY, upon receiving notice.

### **Privacy.**

Your privacy is important to us. While using the Service, personal information may be provided by You or collected by MAKEWAY as detailed in our Privacy Policy at: [\[url\]](#) explains our practices pertaining to the use of your personal information and we ask that you read such Privacy Policy carefully. By accepting these Terms, you hereby acknowledge and agree to the collection, storage and use of your personal information by MAKEWAY, subject to this section, the Privacy Policy and any applicable laws and regulation.

What is the service? The Service allows for drivers to be alerted when emergency vehicles and other roadway interrupters are blocking traffic or speeding nearby. The Service is provided mainly through the Software.

The license of MAKEWAY Software and Service. MAKEWAY hereby grants you an exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to these Terms.

### **Using the service.**

You may use the Service solely for private and personal purposes. You may not use the Service commercially. For example, you may not: (i) offer to third parties a service of your own that uses the Service; (ii) resell the Service; (iii) offer to rent or lease the Service; or (iv) offer the Service to the public via communication or integrate it within a service of your own, without the prior written consent of MAKEWAY.

For clarity, the examples listed are made for illustrative purposes only; they do not constitute an exhaustive list of restricted activities involving the Service. You may not copy, print, save or otherwise use data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service. When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, web crawling, data extraction or indexing. Data will not be saved for historical purposes, any and all pricing data will not be shared out of your company, the data will not be made available to any other companies, people, systems or other, no derivative works may be created from the data set, data cannot be manipulated or modified in any way, data is not to be used for analytical or trend information. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Services database for any purpose without the express prior written permission of MAKEWAY. The Software may not be used in any way that is not expressly permitted by these Terms.

## Use restrictions.

There are certain types of conduct that are strictly prohibited on the Service. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may result (at MAKEWAY'S sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability. You may not, whether yourself or through any other means or person :

- (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content included in the Service and/or Site, or in any way or publicly display, perform, or distribute them;
- (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without MAKEWAY'S prior written consent;
- (iii) create a browser or border environment around the Content (e.g. no frames or inline linking);
- (iv) interfere with or violate any third party or other user's right to privacy or other rights, including copyrights and any other intellectual property rights of others, or harvest or collect personal information about visitors or users of the Service and/or Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
- (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including other's copyrights, and other intellectual property rights;
- (vi) transmit or otherwise make available in connection with the Service and/or Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- (vii) interfere with or disrupt the operation of the Service and/or Site, or the servers or networks that host the Service and/or Site or make the Service and/or Site available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- (viii) sell, license, or exploit for any commercial purposes any use of or access to the Content and/or the Service and/or Site;
- (ix) frame or mirror any part of the Service and/or Site without MAKEWAY'S prior express written authorization;
- (x) create a database by systematically downloading and storing all or any of the Content from the Service and/or Site;
- (xi) forward any data generated from the Service and/or Site without the prior written consent of MAKEWAY;
- (xii) transfer or assign your Service accounts' password, even temporarily, to a third party;
- (xiii) use the Service and/or Site for any illegal, immoral or unauthorized purpose;
- (xiv) use the Site, the Service, or the Content for non-personal or commercial purposes without MAKEWAY'S express prior written consent; or
- (xv) infringe or violate any of these Terms.

**Geographic Restrictions.** The Content and Services are based in the state of Missouri in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services in parts of the United States that have poor mobile connectivity. You acknowledge that you normally will not be able to access the Content and Services outside of the United States and that attempted access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States (via use of servers, Virtual Private Networks, etc.) you are responsible for compliance with local laws.

**Termination of use of the service.** You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise MAKEWAY of such termination. MAKEWAY retains the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason MAKEWAY deems appropriate, at its sole and absolute discretion. ALWAYS DRIVE VIGILANTLY ACCORDING TO ROAD CONDITIONS AND IN ACCORDANCE WITH TRAFFIC LAWS. DO NOT TEXT AND DRIVE.

## **Intellectual Property.**

All intellectual property rights in and to the Site, the Service and its database, including copyrights, trademarks, industrial designs, patents and trade secrets are either the exclusive property of MAKEWAY or its affiliates or are exclusively licensed to MAKEWAY. The Service is protected, among others, by the United States Copyright Act, 1976, the Digital Millennium Copyright Act (1998), as well as by applicable copyright provisions prescribed by any other law. "MAKEWAY", the MAKEWAY logo, and other trade and/or service marks are the property of MAKEWAY or its affiliates and you may not use such logos or marks for any purpose that is not expressly authorized in these Terms without the prior written consent of MAKEWAY. The design, trade dress, screen shots, and the look and feel of the maps of the Site and the Service are protected works under applicable copyright laws and MAKEWAY and its affiliates retain all intellectual property rights in them. The Software license granted to you in these Terms does not extend to or include a license to use the maps displayed on the Software or any mark, indicator, logo or notation embedded in the maps that are displayed on the Software. MAKEWAY may protect the Service by technological means intended to prevent unauthorized use of the Service as described in the Digital Millennium Copyright Act (1998). You undertake not to circumvent these means. Without derogating from MAKEWAY'S rights under these Terms or under any applicable law, you are advised that any attempted or actual infringement of this provision will result in the termination of all your rights under these Terms. If you circumvent any of the means taken by MAKEWAY to protect the Service from unauthorized use, you must immediately cease any and all use of the Service, and you undertake to do so.

## **Apple.**

If you use the Service on an Apple device, then you agree and acknowledge that: Apple, Inc. bears no duties or obligations to you under the Terms, including, but not limited to, any obligation to furnish you with Service maintenance and support; You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Service or the Terms, including, but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance; Apple and Apple's subsidiaries are third party beneficiaries of the Terms. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. Export Control You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **LIMITATION OF LIABILITY AND WARRANTY**

MAKEWAY PROVIDES THE SERVICE AND CONTENT INCLUDED THEREIN FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY

OR ACCURACY. Additionally, and without derogating from the above clause, MAKEWAY disclaims any warranties relating to: the accuracy of the maps, Content, the alert sent, the received messages displayed in or by the Service; intelligibility of the voice; audibility of the alert's volume. You agree and acknowledge that you understand common spoken American English. You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of and reliance on the Service, and you further agree and acknowledge that your use of or reliance on the Service is made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws (including traffic laws) while using the Service. THE INFORMATION PROVIDED BY THE SERVICE IS NOT INTENDED TO REPLACE THE INFORMATION PRESENTED ON THE ROAD OR FROM EMERGENCY VEHICLES IN YOUR AREA. IN THE EVENT THAT THE INFORMATION PRESENTED ON MAKEWAY (TRAFFIC LIGHTS, TRAFFIC SIGNS, POLICE PERSON, ETC.) INSTRUCTS DIFFERENTLY THAN THE SERVICE, YOU MUST NOT RELY ON THE SERVICE. MAKEWAY exerts efforts to provide you with a high quality and satisfactory service. However, we do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to MAKEWAY'S computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures, originating either in MAKEWAY or any of its providers. MAKEWAY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH THE SERVICE, OR WITH OTHER USERS ON OR THROUGH THE SERVICE, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

### **Breach and indemnity.**

Without derogating from any applicable law, you agree to indemnify and hold harmless MAKEWAY and its employees, officers, directors and agents from and against all claims, damages, expenses, losses and liabilities that arise as a result of your violation of these Terms. In view of the fact that the Service is provided to you free-of-charge, this indemnity is intended to cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by MAKEWAY, its employees, officers, directors or agents as a result of your violation of the Terms, including but not limited to legal expenses and attorney fees.

## **Privacy.**

MAKEWAY respects your privacy during your use of the Software and the Service. Our updated privacy policy pertaining to the Software is readily accessible at <http://www.MAKEWAYSAFETY.com/legal/privacy/> and is an integral part of these Terms. Since the privacy policy is subject to periodic updates, it is recommended that you periodically review the policy for updates.

Modifications to the service and software MAKEWAY may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the Service and any other aspect related to the Service. You will have no claim, complaint or demand against MAKEWAY for applying such changes or for failures incidental to such changes.

Termination of service MAKEWAY may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion. Modifications of these terms MAKEWAY may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the updated version of the Software as well as on the Service's home page on the Site. Your continued use of the Service after the Terms have been modified signifies your assent to the updated Terms. If you dissent to the updated Terms or to any term within them, you must discontinue all further use of the Software.

## **Governing law and jurisdiction.**

These Terms, the Software and the Service will be governed solely by the laws of the State of Missouri, United States, without giving effect to any conflicts of law principles. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Assignment of rights.** You may not assign or transfer your rights in and to the Service, without the prior written consent of MAKEWAY. MAKEWAY may assign its rights in and to the Service to a third party at its sole and absolute discretion, provided that the third party undertakes MAKEWAY'S obligations to you under these Terms.

**Complete terms.** These Terms, together with the policies that are an integral part of these Terms, namely the Privacy Policy, shall all constitute the entire and complete agreement between you and MAKEWAY concerning the MAKEWAY Service. In the event of an inconsistency between these Terms and the synopsis of terms presented to the user during Software installation, these Terms shall prevail.

**Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force

and effect; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. NO LEGAL RELATIONSHIP. These Terms of Use and your use of the Service, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. Your use of the Service is intended for your enjoyment and benefit and the provision of the Service to you and others (subject to your compliance with these Terms) constitutes the sole and sufficient consideration that you are entitled to receive for any Content or other contributions you have made to the MAKEWAY Service, its contents, maps and any other data.

CONTACT US. You may contact us concerning any question about the Service, through the channels listed on the "About" menu in the Software or through the "Contact Us" page on the Site (web address: [www.MAKEWAYSAFETY.com](http://www.MAKEWAYSAFETY.com)). We will make our best efforts to address your inquiry promptly.

+++++

## **Privacy Policy Effective August 1, 2019**

MAKEWAY respects your privacy. MAKEWAY and its affiliates (" MAKEWAY" or the (Company) offers alerts to the presence and location of emergency vehicles and other roadway impairments to users of MAKEWAY'S mobile application (the "Application") (collectively referred to as the "Services"). This Privacy Policy describes:

- The information that MAKEWAY collects from users;
- How that information is used by MAKEWAY; and
- The rights and options available to users. This Privacy Policy is incorporated as part of the MAKEWAY Terms of Use (the " Terms of Use " or the " Terms "). Your use of the Services is subject to the Terms of Use and this Privacy Policy and indicates your consent to them. The Services are not intended for use by persons under the age of 13. If you are under 13, you may not download or use the Application. In this Privacy Policy, the term "personal information" means any information collected by us or provided by you that, with reasonable efforts, may be used to identify you, which may include first and last name, home address, email address and, in certain circumstances, your location and route information. Contact MAKEWAY/ Abuse reports If you believe that your privacy has been compromised by any person, in the course of using the Services, then please contact MAKEWAY at: [info@makewaysafety.com](mailto:info@makewaysafety.com). You may send MAKEWAY other requests, responses, questions and complaints by email to at: [info@makewaysafety.com](mailto:info@makewaysafety.com).

Whenever you use the Services, MAKEWAY will collect:

- Location information, for example in the form of GPS signals and other information sent by your mobile device on which the Application is installed and activated. MAKEWAY uses this location and route information to know when to send a driver an alert properly based on the location of an emergency vehicle. Please note that when you first install the Application on

your mobile device, MAKEWAY will set up an account associated with that mobile device (the Account). MAKEWAY will collect and use your information, in accordance with this Privacy Policy, whenever you activate the Application on that mobile device.

- When using the Application, your approximate location and other information will be available to internals of MAKEWAY.

### **Uses of information.**

MAKEWAY may use information collected from or provided by you for the following purposes:

- To provide you with the Services. For example, MAKEWAY may use your location and route information to better alert a wider range of drivers through working with 3rd parties.
- To improve the experience of other users. For example, MAKEWAY may use your route information to improve the accuracy of its mapping and navigation data;
- To provide you with support and handle requests and complaints;
- To send you updates, notices, announcements, and additional information related to the Services;
- MAKEWAY will not knowingly share your personal information with any advertisers, without your explicit consent and as allowed for under this Privacy Policy;
- To create aggregated and/or anonymous data (where such data does not enable the identification of a specific user). See how MAKEWAY uses aggregated information, below;
- To conduct surveys and questionnaires;
- To share your submissions with other users of the Services and to facilitate communication between you, MAKEWAY and other users;
- To enforce the Terms of Use;
- To contact you when MAKEWAY believes it to be necessary;
- To comply with any applicable law and assist law enforcement agencies under any applicable law, when MAKEWAY has a good faith belief that MAKEWAY'S cooperation with the law enforcement agencies is legally mandated or meets the applicable legal standards and procedures;
- To prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Services;
- To handle breakdowns and malfunctions;
- To take any action in any case of dispute, or legal proceeding of any kind between you and the Service, or between you and other users or third parties with respect to, or in relation with the Service;
- For purposes provided under this Privacy Policy and the Terms of Use. Further information may be collected when MAKEWAY exchanges communications with you, for example, if you submit a request, contact MAKEWAY'S support team, or report a violation to the abuse team. Meta-data that we collect MAKEWAY collects information about the use of the Services. For example, MAKEWAY may record the frequency and scope of your use of the Services, the duration of your sessions, information about the device on which you have installed the Application. Sharing information with others MAKEWAY does not sell, rent or lease your personal information to third parties. MAKEWAY will not share your personal information with others, without your consent, except for the following purposes and to the extent necessary in MAKEWAY'S good-faith discretion:
  - If MAKEWAY reasonably believes that you have breached the Terms of Use, or abused your rights to use the Services, or performed any act or omission that MAKEWAY reasonably believes to be violating any applicable law, rules, or regulations. MAKEWAY may share your information in these cases, with law enforcement agencies and other



competent authorities and with any third party as may be required to handle any result of your wrongdoing;

- If MAKEWAY is required, or reasonably believes that it is required by law to share or disclose your information;
- In any case of dispute, or legal proceeding of any kind between you and MAKEWAY, or between you and other users with respect to, or in relation with the Services;
- In any case where MAKEWAY reasonably believes that sharing information is necessary to prevent imminent physical damage or damage to property;
- If MAKEWAY organizes the operation of the Services within a different framework, or through another legal structure or entity, or if MAKEWAY is acquired by, or merged into or with another entity, or if MAKEWAY enters bankruptcy, provided however, that those entities agree to be bound by the provisions of this Privacy Policy, with respective changes taken into consideration;
- For facilitating the Service and to store your data on servers located in the U.S.A and the European Union.
- To collect, hold and manage your personal information through cloud based or hosting services or a third party or a party affiliated or connected to MAKEWAY, as reasonable for business purposes, which may be located in countries outside of your jurisdiction, including but not limited to the United States of America.

How does MAKEWAY use aggregated information?

MAKEWAY may use anonymous, statistical or aggregated information (including anonymous location information), in a form that does not enable the identification of a specific user, to properly operate the Services, to improve the quality of the Services, to enhance your experience, to create new services and features, including customized services, to change or cancel existing content or service, and for further internal, commercial and statistical purposes. MAKEWAY may also use anonymous, statistical or aggregated information collected on the Services, in a form that does not enable the identification of a specific user, by posting, disseminating, transmitting or otherwise communicating or making available such information to users of the Services, to the Services' providers, partners and any other third party. For example, GPS information that we receive from your mobile device may be provided to map editors in an aggregated and/or anonymous form to help improve the map and solve map problems.

### **Information Security.**

MAKEWAY has implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. However, these measures are unable to provide absolute assurance. Therefore, although MAKEWAY takes great efforts to protect your personal information, MAKEWAY cannot guarantee and you cannot reasonably expect that MAKEWAY'S databases will be immune from any wrongdoings, malfunctions, unlawful interceptions or access, or other kinds of abuse and misuse. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of

personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Changes to this Privacy Policy. MAKEWAY may from time to time change the terms of this Privacy Policy.