To Whom It May Concern:

We recently became aware of your product or service, grayjay ("**Your Client**"), which is being offered at https://grayjay.app/.

Your Client appears to be in violation of the <u>YouTube API Services Terms of Service</u> and <u>Developer Policies</u>, including:

- III.A. API Client Terms of Use and Privacy Policies
 - Policy #: III.A.1: <u>API Clients</u> must display a link to YouTube's Terms of Service
 (https://www.youtube.com/t/terms), and they must also state in their own terms of use that, by using those <u>API Clients</u>, users are agreeing to be bound by the YouTube Terms of Service.
 - Policy #: III.A.2,a,b,c,d,g,h: Each <u>API Client</u> must require users to agree to a privacy policy before users can access the <u>API Client's</u> features and functionality. The privacy policy must:
- a. be prominently displayed and easily accessible to users at all times,
- b. notify users that the **API Client** uses **YouTube API Services**;
- c. reference and link to the Google Privacy Policy at http://www.google.com/policies/privacy;
- d. clearly and comprehensively explain how the <u>API Client</u> uses, processes, and shares the user information described in section (III.A.2.e), including how the information is shared with either internal or external parties;
- g. disclose, if it does so, that the <u>API Client</u> stores, accesses or collects (or allows third parties to do so) information directly or indirectly on or from users' devices, including by placing, accessing or recognizing cookies or similar technology on users' devices or browsers;
- h. if the API Client accesses or uses Authorized Data, explain that, in addition to the API Client's normal procedure for deleting stored data, users can revoke that API Client's access to their data via the Google security settings page at

https://security.google.com/settings/security/permissions.

- III. E. <u>Handling YouTube Data and Content</u>
- Policy #: III.E.1.a,b,c: You and your <u>API Clients</u> must not, and must not encourage, enable, or require others to:

- 1. 1. download, import, backup, cache, or store copies of YouTube audiovisual content without YouTube's prior written approval;
 - 2. make content available for offline playback; or
 - 3. use any aspect of the YouTube API Services to facilitate or promote copyright infringement or the exploitation of copyright-infringing materials.
- III.I. Additional Prohibitions of the Developer Policies
- Policy #: III.I.8: You and your API Clients must not, and must not encourage, enable, or require others to:
- 8. promote separately the audio or video components of any YouTube audiovisual content made available as part of, or in connection with, the <u>YouTube API Services</u>.

We strive to keep YouTube a safe, responsible community, and to encourage respect for the rights of millions of YouTube creators. This requires compliance with the <u>YouTube Terms of Service</u>, <u>YouTube API Services Terms of Service</u>, and <u>Developer Policies</u>, as applicable. If applicable, you must also delete any Content (including data) that you may have gathered in violation of our terms, policies, and applicable laws. Please note that defined terms used in this letter will have the meanings assigned to them in the applicable terms and policies.

We hope that you will cooperate with us by correcting and ceasing to offer Your Client that violates our terms and policies **within 7 days** from the date of this letter.

If you are accessing or using the <u>YouTube API Services</u>, please provide all the API Project IDs for Your Client by responding to this letter.

Sincerely,

The YouTube Legal Team