



## **PRIVACY POLICY**

Effective Date: April 4, 2018

**To print our full Privacy Policy, [click here](#). To print our full Video Privacy Policy and Consent, [click here](#). To print our full Terms of Service [click here](#). To receive copies of all three documents, e-mail [privacy@xumo.com](mailto:privacy@xumo.com). To review the full Privacy Policy, keep reading.**

### **Introduction and Overview**

Welcome! You have arrived at [www.xumo.com](http://www.xumo.com) and/or are otherwise interacting with our Service (defined below), which is owned and operated by Xumo, LLC (“**Company**” or “**we**,” “**our**” or “**us**”). This Privacy Policy governs your use of any online service location (e.g., web site or smartTV or mobile app) that posts a link to this Privacy Policy (each a “**Site**” except when we refer only to our smartTV or mobile apps, in which case an “**App**”), and also applies to your use of interactive features, widgets, plug-ins, applications, content, downloads and/or other services that we own and control and make available through a Site and/or that posts a link to this Privacy Policy (collectively, the “**Service**”), regardless of how you access or use them, whether via personal computers, smart TVs, mobile devices or otherwise, but does not apply to data we receive from third parties, except to the extent we combine such data with Personal Information (defined below) that we have ourselves collected under this Privacy Policy. This Privacy Policy does not apply to our data collection activities offline or otherwise outside of our Service (unless otherwise stated below), and does not govern the data practices of third parties that may interact with our Service. Also, it is limited to our practices and our Service includes access to third party content and services we do not control. Please consult the privacy policies of third parties regarding their practices.

Your use of the Service is also governed by the [Video Privacy Policy](#), which describes how information about your video and content viewing activities is collected, stored, used, and shared. By using the Service, you consent to the collection, storage, use, and sharing of such viewing activities as described therein.

Where we provide you notice on our Service of different or additional privacy policies or practices (e.g., at the point of our collection), those additional terms shall govern such data collection and use in addition to the terms of this Privacy Policy and the Video Privacy Policy. To the extent that any additional terms conflict with the

terms of this Privacy Policy or the Video Privacy Policy, those additional terms shall govern the applicable data collection and use.

In addition, please review the Service's [Terms of Service](#), which governs your use of the Service, and includes among other things limits on our liability and your remedies, mandatory arbitration, and waiver of jury trial and class actions. By using our Service, you agree to our Terms of Service (which grants us rights from you, limits our liability to you and limits your remedies) and consent to our collection, use and sharing of your information and data, and other activities, as described below.

## 1. WHAT INFORMATION DOES THE SERVICE COLLECT?

### (a) Information About You That You Provide to Us

**Personal Information and Demographic Information.** On the Service, we may ask you to provide us with certain categories of information such as: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, and home address (“**Personal Information**”); and (2) demographic information, such as information about your gender, age, marital status, income or revenues, education level, occupation, type of business, hobbies, interests, zip code, recent and upcoming purchase, etc. (“**Demographic Information**”). We may collect this information through various forms and in various places on the Service, including at registration and “contact us” forms, or when you otherwise interact with the Service. To the extent we combine Demographic Information with your Personal Information we collect directly from you on the Service, we will treat the combined data as Personal Information under this Privacy Policy.

### (b) Information Collected or Stored As You Access and Use the Service

#### Generally

In addition to any Personal Information or other information that you choose to submit to us via our Service, we and our third-party service providers may use a variety of technologies that automatically (or passively) store or collect certain information whenever you visit or interact with the Service (“**Usage Information**”). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to, or preloaded on, your smartTV or other over-the-top TV device (“**TVDevice**”), personal computer, browser, laptop, tablet, mobile phone or other device (each a “**Device**”) whenever you visit or interact with our Service. To the extent we associate Usage Information with your Personal Information we collect directly from you on the Service, we will treat such combined data as Personal Information, but we do not otherwise treat it (including UIDs (defined below)) as Personal Information.

**This Usage Information may include:**

- your IP address, UDID, device identifier or other unique identifier (“UID”). A device identifier is a number that is automatically assigned to your Device used to access the Service, and our computers identify your Device by its device identifier;
- your Device functionality (including browser, operating system, hardware, mobile network information);
- the URL that referred you to our Service;
- Content viewing and other activities on the Device, including what videos you watch (for more details see our [Video Privacy Policy and Consent](#)), incorporated herein by reference;
- your Device location;
- your Device characteristics; and
- certain other Device data, including the time of day, among other information.

**Tracking Technologies.** We may use various methods and technologies to store or collect Usage Information (“Tracking Technologies”). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. The App may also receive signals from and otherwise interact with Tracking Technologies that exist in the physical world (e.g., iBeacons, wifi, and Bluetooth Low Energy at retail locations, discussed below).

In addition to the Tracking Technologies set forth below, the Xumo Service interacts with Nielsen’s proprietary measurement which will allow you to contribute to market research, like NIELSEN’s TV Ratings, and By clicking on the <http://www.nielsen.com/digitalprivacy>, users can access more information about the measurement software and learn about their choices with regard to Nielsen’s measurement.

A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods later developed):

**Cookies.** A cookie is a data file placed on a Device when it is used to visit the Service. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies can be programmed through HTML5 local storage. To identify local shared objects on your computer and adjust your settings, please visit:

[http://www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html)

**Web Beacons.** Small graphic images or other web programming code called web beacons (also known as “1×1 GIFs” or “clear GIFs”) may be included in our Service’s pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Service, to monitor how users navigate the Service, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

**Embedded Scripts.** An embedded script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Service, and is deactivated or deleted thereafter.

**Browser Fingerprinting.** Collection and analysis of information from your Device, such as, without limitation, your operating system, plug-ins, system fonts and other data, for purposes of identification.

**ETag, or Entity Tag.** A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of UID. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash, and/or HTML5 cookies.

**Recognition Technologies.** Technologies, including application of statistical probability to data sets, which attempt to recognize or make assumptions about users and devices (e.g., that a user of multiple devices in the same user).

**Location-identifying Technologies.** Additionally, the Services may use GPS (global positioning systems) software and other location-based technologies to locate you so we may verify your location, deliver you relevant content based on your location, as well as allow you to share your location to other users as part of the services we provide via the Services. Upon downloading the App, we provide location-based services to your approximate and/or exact location information. In addition, you may be able to send your location information via the Services to other Services users. You should consider the pros and cons involved in disclosing your location information to us and to other people. We are not responsible for the acts, omissions or policies of such third parties.

There may be other Tracking Technologies now and later devised and used by us in connection with the Service.

**Tracking Technologies Usage.** We may use Tracking Technologies for a variety of purposes, including:

**Strictly Necessary.** We may use cookies or other Tracking Technologies that we consider are strictly necessary to allow you to use and access our Service, including cookies required to prevent fraudulent activity, improve security or allow you to make use of shopping-cart functionality.

**Performance-Related.** We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the Service, including as part of our analytic practices or otherwise to improve the content, products or services offered through the Service.

**Functionality-Related.** We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the Service, including identifying you when you sign-in to our Service or keeping track of our specified preferences, including in terms of the presentation of content on our Service.

**Targeting-Related.** We may use Tracking Technologies to deliver and recommend content, including ads, relevant to your interests and activities based on how you interact with advertisements or content. This includes using Tracking Technologies to understand the usefulness to you of the advertisements and content that has been delivered to you and to help us recommend other content you may like and send you ads based on your interests. Further information on this, and your opt-out choices, is found in [Section 6](#) below.

**Tracking Technologies Choices and Consent.** We are giving you detailed notice of the Tracking Technologies and your limited choices regarding them so that your consent is meaningfully informed.

Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies or other

Tracking Technologies. For information on disabling Flash cookies go to Adobe's website <http://helpx.adobe.com/flash-player/kb/disable-third-party-local-shared.html>. Please be aware that if you disable or remove these technologies some parts of our Services may not work and that when you revisit our Services your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations. Further, app-related Tracking Technologies in connection with non-browser usage (e.g., most functionality of the App, including on TVDevices and mobile Devices) can only be disabled by uninstalling the App, or in the case of the TVDevices disabling the App through settings options (which may vary by manufacturer). To uninstall an app, follow the instructions from your operating system or Device manufacturer. For some TVDevices, changing back to manufacturer standards may disable the App. For information on third party Tracking Technologies and browser Do Not Track signals, see the next section.

**Third Party Tracking and Do Not Track.** Third parties may use Tracking Technologies in connection with our Service, which may include the collection of information about your online activities over time and across third-party web sites or online services. We may not control those Tracking Technologies and we are not responsible for them. However, you consent to potentially encountering third party Tracking Technologies in connection with use of our Service and accept that our statements under this Privacy Policy regarding our practices do not apply to the Tracking Technologies or practices of such third parties. For more information on our vendors, and their Tracking Technologies, see [Section 3\(b\)](#). For more information on advertising and advertisers, and related Tracking Technologies, see [Section 6](#).

Also, various third parties are developing or have developed browser signals or other mechanisms known as “do not track signals”. For instance, some web browsers may have such signal options, though they differ as to if the signal is set as default or must be turned on by the user. Further, there is not yet an industry consensus as to what sites and app operators should do with regard to these signals. Accordingly, we do not monitor or take any action with respect to these signals or other mechanisms, though we may consider doing so if an understandable and practical standard is developed and widely adopted. To determine whether any third party services take action with respect to these “do not track” signals or mechanisms, please read their respective privacy policies.

### **(c) Information Third Parties Provide About You**

We may receive information about you from your friends and others that use the Service, such as when they submit content to us or post on the Service. Additionally, we may, from time to time, supplement the information we collect directly from you on our Service with outside records from third parties for various purposes, including to enhance our ability to recommend content to you and to offer you opportunities that may be of interest to you. To the extent we combine information we receive from those sources with your Personal Information we collect on the Service, it will be treated as Personal Information and we will apply this Privacy Policy to such combined information, unless we have disclosed otherwise. In no other circumstances do our statements under this Privacy Policy apply to information we receive about you from third parties, even if they have used our technology to collect it and share it with us.

#### **(d) Third-Party Content and Services**

The Service may include functionality that allows certain kinds of interactions between the Service and a third-party TV or other content delivery platform, web site, content distributor, tool, application or other service, and accessing or display of third-party content via the Service. The use of this functionality may involve the third-party operator providing certain information, including Personal Information, to us. For example, when you register with the Service, you may have an option to use your Facebook, Google or other account provided by a third-party site or application to facilitate the registration and log-in or transaction process on the Service, or otherwise link accounts. If we offer and you choose to use this functionality to access or use our Service, the third-party service may send Personal Information about you to us, to the extent that you have made such Personal Information available from that service. If so, we will then treat it as Personal Information under this Privacy Policy, since we are collecting it as a result of your accessing of and interaction on our Service. In addition, we may provide third-party services' interfaces or links on the Service to facilitate your sending a communication from the Service, which may include making your submissions and actions publicly available via such services. For example, we may use third parties to facilitate emails, tweets, "likes," content submissions or postings of comments on Facebook or other social media platforms. We may also enable access to or display of third party content via the Service, that is actually being served or published by the third party, and such third party may be collecting data from you in connection with that content. These third parties may collect and retain any information used or provided in any such communications or other activities and these third parties' practices are not subject to our Privacy Policy. We may not control or have access to your communications through these third parties. Further, when you use third-party services, you are using their services and not our services and they, not we, are responsible for their practices. You should review the applicable third-party privacy policies before using such third-party services in connection with our Service.

#### **(e) Information You Provide About a Third Party**

You may send someone else a communication from the Service, such as sending an invitation to a friend. If so, the information you provide (names, e-mail addresses, etc.) is used to facilitate the communication and is not used by us for any other marketing purpose unless we obtain consent from that person or we explicitly say otherwise. Please be aware that when you use any send-to-a-friend functionality on our Service, your contact information, name or user name and message may be included in the communication sent to your addressee(s). Some of these tools may be third-party tools subject to third-party privacy policies as further detailed in [Section 1\(d\)](#) and [Section 5](#).

## **2. HOW DO WE USE THE INFORMATION COLLECTED?**

**Generally.** We may use your Personal Information, Demographic Information or Usage Information that we collect about you: (1) to provide you with information or services or process transactions that you have requested

or agreed to receive, including to send you electronic newsletters, or to provide you with special offers or promotional materials on behalf of us or third parties; (2) to enable you to participate in a variety of the Services' features such as online entry sweepstakes, contests or other promotion our rewards program or shopping-cart functionality; (3) to process your registration with any of the Services, including verifying your information is active and valid; (4) to improve the Services or create new service offerings, to customize your experience on any of the Services, or to serve you specific content that is most relevant to you; (5) to contact you with regard to your use of any of the Services and, in our discretion, changes to the any of the Services and/or any of the Services' policies; (6) for internal business purposes; and (7) for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy or for any other legal purpose not inconsistent with this Privacy Policy.

**Interest-Based Advertising and Location-Based Services.** We may also use your Personal Information, Demographic Information or Usage Information that we collect about you: (1) to specifically target relevant advertisements or content to you; (2) to understand the usefulness to you of the advertisements or content that have been delivered to you; and (3) when you comment to or add content to the Services. For more on advertising, and your choices regarding it, see [Section 6](#) below.

**Contact Us.** Please note that information submitted to any of the Services via a "contact us" or other similar customer inquiry function may not receive a response. We will not use the information provided by you in a customer inquiry communication to contact you for marketing purposes unrelated to your request unless you agree otherwise.

### **3. HOW AND WHEN DO WE SHARE INFORMATION WITH THIRD PARTIES?**

We may share non-Personal Information, such as aggregated user statistics, with third parties. We may share your UIDs with third parties along with data including Personal Information related to you and your Device activities. The Service makes available content that is supplied by a third parties, and those third parties may collect Usage Information and your UID when such content is served to you and we may share Usage Information about you and your Device with them. Further, if third parties give us the UID they use for you and we use that as the UID we associate with your Device, such third parties are likely able to tie the Usage Information we share with them to the Personal Information they have about you and we have typically no control over how they will use this information. You consent to that sharing, including information about your viewing and content activities as more fully detailed in our [Video Privacy Policy and Consent](#). However, we do not otherwise share your Personal Information that we have collected directly from your Device via our Service with third parties (other than our Affiliates) for those third parties' direct marketing purposes except as set forth in this Section 3 (e.g., as part of the sale of our business) unless we have given you the choice to consent or withhold consent to such sharing, unless you otherwise consent.

If we de-identify data about you, it is not treated as Personal Information by us, and we may share it with others freely. In addition, we may share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information and as described below or otherwise in this Privacy Policy. Company may disclose your information as follows:

**(a) When You Request Information From or Provide Information to Third Parties.** You may be presented with an option on our Service to receive certain information and/or marketing offers directly from third parties or to have us send certain information to third parties or give them access to it. If you choose to do so, your Personal Information and other information may be disclosed to such third parties and all information you disclose will be subject to the third-party privacy policies and practices of such third parties. In addition, third parties may store, collect or otherwise have access to your information when you interact with their Tracking Technologies, content, tools apps or ads on our Service or link to them from our Service. This may include using third-party tools such as Facebook, Twitter, Pinterest or other third-party posting or content sharing tools and by so interacting you consent to such third-party practices. It may also include ordering or purchasing products from third parties through us where we indicate that the third party is the seller. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review such third-party privacy policies and practices of such third parties prior to requesting information from or otherwise interacting with them.

**(b) Third Parties Providing Services on Our Behalf.** We may use third-party vendors to perform certain services on behalf of us or the Service, such as hosting the Service, designing and/or operating the Service's features, tracking the Service's activities and analytics, and enabling us to send you special offers or perform other administrative services. We may provide these vendors with access to user information, including UIDs and Personal Information, to carry out the services they are performing for you or for us. Third-party analytics and other service providers may set and access their own Tracking Technologies on your Device and they may otherwise collect or have access to information about you, potentially including Personal Information. We are not responsible for those third party technologies or activities arising out of them.

**(c) To Protect the Rights of Company and Others.** To the fullest extent permitted by applicable law, we may also disclose your information if we believe in good faith that doing so is necessary or appropriate to: (i) protect or defend the rights, safety or property of Company or third parties (including through the enforcement of this Policy, our [Terms of Service](#), and other applicable agreements and policies); or (ii) comply with legal and regulatory obligations (e.g., pursuant to law enforcement inquiries, subpoenas or court orders). To the fullest extent permitted by applicable law, we have complete discretion in electing to make or not make such disclosures, and to contest or not contest requests for such disclosures, all without notice to you.

**(d) Affiliates and Business Transfer.** We may share your information, including your UIDs and Personal Information, Demographic Information and Usage Information with our parent, subsidiaries and affiliates ("Affiliates") subject to applicable law. We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of the Service or applicable database; or (ii) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change; including, in either case, during the course of any related due diligence process.



**(e) Co-Branded Areas.** Certain areas of the Service may be provided to you in association with third parties (“**Co-Branded Areas**”), such as sponsors, charities, and political organizations, and may require you to disclose Personal Information to them. Such Co-Branded Areas will identify the third party and indicate if they have a privacy policy that applies to their collection and use of you information. If you elect to register for products and/or services, communicate with such third parties or download their content or applications, at Co-Branded Areas, you may be providing your information to both us and the third party. Further, if you sign-in to a Co-Branded Area with a username and password obtained on the Service, your Personal Information may be disclosed to the identified third parties for that Co-Branded Area. We are not responsible for such third party’s data collection or practices and you should look to such third party privacy policies for more information.

**(f) Sweepstakes, Contests and Promotions.** We may offer sweepstakes, contests, and other promotions (any, a “**Promotion**”) through the Service that may require registration. By participating in a Promotion, you are agreeing to official rules that govern that Promotion, which may contain specific requirements of you, including, allowing the sponsor of the Promotion to use your name, voice and/or likeness in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion’s official rules, such as on a winners list. We do not share personal information as defined by California Civil Code Section 1798.83 collected by us on the Service with third parties for their direct marketing purposes absent your consent.

California minors should see [Section 9](#) regarding removal of certain content they have posted.

#### **4. WHAT ABOUT INFORMATION I DISCLOSE PUBLICLY OR TO OTHERS?**

**Submissions and Public Information.** The Service may permit you to submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information (collectively, “**User Content**”), such as on blogs and message boards. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to you. Others may have access to this User Content and may have the ability to share it with third parties. Please think carefully before deciding what information you share, including Personal Information, in connection with your User Content. Please note that Company does not control who will have access to the information that you choose to make public, and cannot ensure that parties who have access to such publicly available information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available on the Service or what others do with information you share with them on the Service. We are not responsible for the accuracy, use or misuse of any User Content that you disclose or receive from third parties through the Service. California minors should see [Section 9](#) regarding removal of certain content they have posted on our Service. We are not responsible for User Content you submit to third party services via our Service.

## **5. DO THIRD-PARTY CONTENT, LINKS TO THIRD-PARTY SERVICES, AND/OR THIRD-PARTY APPS APPEAR ON THE SERVICE?**

The Service makes available content that is supplied by a third parties, and those third parties may collect Usage Information and your UID when such content is served to you and we may share Usage Information about you and your Device with them. Further, if they give us the UID they use for you and we use that as the UID we associate with your Device, they may be able to tie that Usage Information to the Personal Information they have about you. In addition, when you are on the Service you may be directed to other services that are operated and controlled by third parties that we do not control. We are not responsible for the data collection and privacy practices employed by any of these third parties or their services and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or others. For example, if you “click” on a link, the “click” may take you off the Service onto a different site or application. These third party services may associate their Tracking Technologies with you, independently collect data about you, including Personal Information, serve you their own ads and may or may not have their own published privacy policies.

Third-party applications may also be available via the Service. The owners of these applications (“**Third-Party Owners**”) may collect Personal Information and other data from you and may have their own policies and practices. We are not responsible for how Third-Party Owners or their applications collect or use your information and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or others. These Third-Party Owners may have their own terms of service, privacy policies or other policies and ask you to agree to the same. We are not responsible for these third-party privacy policies or the practices of Third-Party Owners. Be sure to review any available policies before submitting any personally identifiable information to a third-party application or otherwise interacting with it and exercise caution in connection with these applications.

We also encourage you to note when you leave our Service and to review the third-party privacy policies of all third-party locations and exercise caution in connection with them.

## **6. ARE INTEREST-BASED ADS SERVED ON THE SERVICE OR RETARGETED TO YOU LATER?**

The Service may use third parties such as network advertisers and ad exchanges to serve you ads, including interest-based ads, on the Service or to serve you ads, including interest-based ads, on third party services after you leave our Service, and we may use third-party analytics and other service providers to evaluate and provide us and/or third parties with information about the use of the Service and viewing of ads and of our content.

“**Interest-based ads**” are behavioral ads targeted to you based on your activities across third party services and across time, including retargeting of ads after you have left our Service and are on a third party service. Network advertisers are third parties that display advertisements, which may be based on your visits to the Service and other apps and sites you have visited. Third-party ad serving enables us to target advertisements to you for

products and services in which you might be interested. For our Internet browser-based services only, we follow the ad industry's [2009 Self-regulatory Principles for Online Behavioral Advertising](#) and expect that those we work with to serve you ads will do so as well, though we cannot guarantee their compliance. **However, for TV Device and mobile Apps, we do not offer any choices regarding Interest-based ads and you should not use those Apps if you object.**

The Service's third-party ad network and exchange providers, the advertisers, the sponsors and/or traffic measurement services may themselves set and access their own cookies (including Flash cookies), web beacons and other Tracking Technologies on your Device and track certain behavioral Usage Information regarding users of your Device via a UID. These third-party Tracking Technologies may be set to, among other things: (a) help deliver advertisements to you that you might be interested in; (b) prevent you from seeing the same advertisements too many times; and (c) understand the usefulness to you of the advertisements that have been delivered to you. You acknowledge and agree that associated technology may access and use your Device and may set or change settings on your Device in connection with the associated operations. Note that any images (or any other parts of content) served by third parties in association with third-party ads or other content may serve as web beacons, which enable third parties to carry out the previously described activities.

Third-party Tracking Technologies are not controlled by us, even if they are associated with our Service or our ads. Statements regarding our practices do not apply to the methods for collecting information used by these third-parties and others or the use of the information that such third parties collect. The relevant third party's terms of service, privacy policy, permissions, notices and choices should be reviewed regarding their collection, storage and sharing practices. We make no representations regarding the policies or practices of third-party advertisers or advertising networks or exchanges or related third parties.

Further, we may use a variety of companies to serve advertisements on and off of the Service. Regarding our web-browser based services (i.e., not our TVDevice or mobile Apps), you may wish to visit [http://www.networkadvertising.org/optout\\_nonppii.asp](http://www.networkadvertising.org/optout_nonppii.asp), which provides information regarding this practice by Network Advertising Initiative ("NAI") members, and your choices regarding having this information used by these companies, including the "opt-out" procedures of NAI members. Opting out of one or more NAI members only means that those NAI members no longer will be allowed under their own rules to deliver certain targeted ads to you, which will affect this and other services, but does not mean you will no longer receive any targeted content and/or ads. Also, if your browsers are configured to reject cookies when you visit this opt-out page, or you subsequently erase your cookies, use a different Device or change web browsers, or use a non-browser-based method of access (e.g., mobile app), your NAI opt-out may not, or may no longer, be effective. Additional information is available on the NAI's web site accessible by the above link. You may also opt-out of receiving certain types of web-browser-based ads by visiting the Digital Advertising Alliance ("DAA") web site at <http://www.aboutads.info/choices>. Similar limitations may apply to the DAA opt-out. We are not responsible for effectiveness of, or compliance with, any third-parties' opt-out options or programs.

In addition, we may serve ads on third party services that are targeted to reach people on those services that are also identified on one of more of our data bases (“**Matched List Ads**”). This is done by matching common factors between our data bases and the data bases of third party operators. For instance, we may use such ad services offered by Facebook or Twitter. Some of these third party operators may offer you choices regarding these ads. We are not responsible for such third party services’ failure to comply with your or our opt-out instructions, and they may change their options without notice to us or you.

## **7. HOW DO I MANAGE COLLECTION OF INFORMATION ON THE SERVICE OR DEVICE?**

With respect to our mobile applications (i.e., when we are the application publisher), you can prospectively stop all collection of information by the application by uninstalling the application. You may use the standard uninstall process as may be available as part of your applicable Device or potentially via the appropriate application or app marketplace. For our TVDevice Apps, check the settings options your manufacturer provides for the ability to disable our App, which can be done on some devices by returning to the manufacturer’s settings. Please note that it is not always possible to completely remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons Also, if you have made any public postings on the Service such as in forums or blogs, these communications cannot generally be removed, except California minors should see [Section 9](#) regarding removal of certain content they have posted.

When you edit your Personal Information or change your preferences on the Service, information that you remove may persist internally for Company’s administrative purposes. You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails or in some cases by logging into your Service account and changing your communication preferences. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of e-mails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications. If you have any questions about the Privacy Policy or practices described in it, you should contact us in the following ways:

Postal Mail: 4 Park Plaza, Suite 1500, Irvine, CA 92614;

By e-mailing: [privacy@xumo.com](mailto:privacy@xumo.com)

## **8. CONSENT TO TRANSFER OF DATA**

Our Service is operated in the United States and intended for users located in the United States. If you are located outside of the United States, please be aware that information we collect, including Personal Information, will be transferred to, and processed, stored and used in the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your Personal Information may be subject to

access requests from governments, courts, or law enforcement in the United States according to laws of the United States. By using the Service or providing us with any information, you consent to the transfer to, and processing, usage, sharing and storage of your information, including Personal Information, in the United States as set forth in this Privacy Policy.

## **9. WHAT SHOULD PARENTS KNOW ABOUT CHILDREN’S PRIVACY?**

We understand the importance of protecting children’s privacy in the interactive world. We are a general audience service and do not use the Service to knowingly collect personal information from children under the age of thirteen (13) that requires parental notice and consent under the Children’s Online Privacy Protection Act (“**COPPA**”) without such parental consent. If you are a child under thirteen (13) years of age, you are not permitted to use the Service and should not send any information about yourself to us through the Service. Parents allowing children to use their Device and Service should be aware not only that some content will be inappropriate for children, but that data collection and sharing is occurring.

In the event that we become aware that we have collected personal information from any child, we will dispose of that information, or otherwise treat it, in accordance with COPPA and other applicable laws and regulations. If you are a parent or guardian and you believe that your child under the age of thirteen (13) has provided us with personal information without COPPA-required consent, please contact us at [privacy@xumo.com](mailto:privacy@xumo.com). Any California residents under the age of eighteen (18) who have posted content or information on the Service, can request that such information be removed from the Service by contacting us at the e-mail or address set forth in the “Contact us” section below making such a request, stating that they personally posted such content or information and detailing where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

The parental control settings on your television device will not work on our service. We suggest that parents supervise their children’s viewing of content within the service at all times. With respect to content viewed online, Parents may want to consider commercially available parental control protections to limit what minors can access online and/or monitor their minor children’s online activities. Examples include: [www.netnanny.com](http://www.netnanny.com), [www.webwatcher.com](http://www.webwatcher.com) and [www.sentrypc.com](http://www.sentrypc.com). We do not endorse these or other services and are not responsible for them.

## **10. WHAT ABOUT SECURITY?**

We endeavor to incorporate commercially reasonable safeguards to help protect and secure your Personal Information. However, no data transmission over the Internet, mobile networks, transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure the security of any information you transmit to us, and you use our Service, and provide us with your information, at your own risk.

## **11. WHAT ABOUT CHANGES TO THE PRIVACY POLICY?**

We reserve the right to change this Privacy Policy at any time. Any changes will be effective immediately upon the posting of the revised Privacy Policy and your use of our Service indicates your consent to the privacy policy posted at the time of use. However, we will not use your previously collected Personal Information, to the extent it is not collected under the new privacy policy, in a manner materially different than represented at the time it was collected with your consent. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the minimal extent necessary for the remainder to be valid and enforceable.

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