



## XUMO VIDEO PRIVACY POLICY and CONSENT

Effective as of April 1, 2015

**Please read this Video Privacy Policy and Consent completely. Your consent goes to all use of the Device(s) on which you enable the Service even when other people use your Device. You are responsible for informing such persons of this consent and ensuring they do not object. If they do, do not let them use the Service.**

You authorize Xumo, LLC (“Xumo” or “we,” “our” or “us”), and our successors and assigns, to collect and use User Content Info (defined below), which is collected through use of the Xumo Service (“Service(s)”) via the Devices on which you have enabled it (“your User Content Info”), and to disclose that information to the parties listed below in the “Xumo’s Sharing of Your User Content Info” section. Capitalized terms not expressly defined in this Video Privacy Policy and Consent have the meanings ascribed to them in the Xumo [Privacy Policy](#) and [Terms of Service](#), incorporated by reference. In the event of any conflict between such Privacy Policy and Terms of Service and this Video Privacy Policy and Consent, this Video Privacy Policy and Consent shall govern with regard to the matters herein.

### **User Content Info**

“User Content Info” includes all information collected by Xumo as indicated in the Xumo [Privacy Policy](#) and/or Xumo [Terms of Service](#) related to, connected to or otherwise associated with the video and other content consumption and other activities (e.g., viewing habits) on the Device(s) on which you have enabled our Service. This information may include, without limitation, Personal Information, Device identifier and other UID data, Personal Information, Demographic Information, Usage Information, log files, Tracking Technologies data, and information provided by third-party content suppliers and services vendors, such as analytics, advertising and content recognition technology and service providers.

User Content Info may include information on video or other content views and interactions, transactions history (including video-on-demand transactions), and about the Devices on which the Service is activated or otherwise accessed. User Content Info may also include any other personally identifying and non-personal information collected through the Service or via any analytics or technology services used by Xumo in connection with the Service.

### **Xumo’s Use of Your User Content Info**

Xumo uses User Content Info, along with other information Xumo may collect about you, in order to manage your account and to provide and improve the Service, such as to recommend other content you may like and to serve you interest-based advertising. For more information about how we use all of your information, please read the Xumo [Privacy Policy](#).

### **Consent for Xumo’s Sharing of Your User Content Info**

You consent to our sharing of your User Content Info to third parties under the following circumstances:

- [Third Parties That You Authorize](#)

We may share your User Content Info in accordance with consent given at the time a disclosure is sought. We and third parties may offer you the ability to share your User Content Info with others, such as by publishing it to social media. If you do so, you consent to that sharing.

- Our Service Providers and Content Suppliers

We may use third parties engaged as contractors, licensors, or services providers to help us operate and improve the Service, such as for purposes of content recognition; order fulfillment; request processing; recommendation analysis; payment and transaction processing services; information technology and telecommunication services; hosting services; accounting, legal, collections, and consulting services; providing content, delivering media and distribution services; or account management, or other business services. In the course of providing such services, these third parties may have access to, or be given, some or all of your User Content Info.

- In Connection with a Transaction or Business Reorganization

If Xumo transfers ownership of all or part of its business, or sells or transfers assets relating to the Xumo Service, or is otherwise involved in a merger or business transfer, or in a bankruptcy or similar reorganization proceeding, Xumo may share your User Content Info as part of that transaction or proceeding (including during diligence and negotiation).

- Advertisers and Ad Networks

To help you get more relevant interest-based ads, we may share your User Content Info with third party advertisers and third parties that facilitate the delivery of ads. For more information on advertising and what choices you may have regarding it, see our [Privacy Policy](#).

- Other Third Parties

To the fullest extent permitted by applicable law, Xumo may disclose your User Content Info (subject to any applicable legal requirements): to law enforcement pursuant to a warrant, subpoena, or a court order; in a civil proceeding, pursuant to a subpoena or court order; to comply with a request for cooperation by a government entity; to protect and/or enforce our rights or the rights or safety of third parties; to deter and prevent fraud or crime; for Xumo's risk management purposes; to comply with our obligations and commitments regarding the privacy and security of your information; to prevent unauthorized, improper or illegal activities on the Service; to enforce our terms and rules; as otherwise permitted under our [Privacy Policy](#) and [Terms of Service](#); and/or as specifically disclosed when we collected the information.

For additional information on how and to whom we share information, see our [Privacy Policy](#) and [Terms of Service](#).

### **Consent to Sharing of Your Protected Video Info**

Some of your User Content Info may be subject to the federal Video Privacy Protection Act ("VPPA") and similar state laws ("**Protected Video Info**"). **You acknowledge that your consent herein includes giving Xumo permission to collect, retain, use, and disclose your Protected Video Info as provided in this Video Privacy Policy and Consent and the Xumo Privacy Policy.** For Protected Video Info governed as "personally identifiable information" under the VPPA, your consent herein to our sharing of that "personally identifiable information" (defined as "information which identifies a person as having

requested or obtained specific video materials or services....”) expires two (2) years after it is given; however, not all types of sharing require your consent. To the extent required by applicable law, you may at any time withdraw your consent regarding Protected Video Info by contacting us at [privacy@xumo.com](mailto:privacy@xumo.com) and stating that you desire to terminate your Protected Video Info consent. This will not affect sharing where consent is not required. The expiration or termination of your Protected Video Info consent may result in the termination of your ability to continue to use the Service, and only limits our ability to continue to use and share your User Content Info to the extent required by applicable law. Any renewed use of the Services after termination or expiration is a new consent. If we obtain new consent from you after the expiration of the two (2) year period, this period may be extended for additional two (2) year periods each time we obtain new consent from you.

By agreeing to this Content Privacy Policy and Consent, you are consenting to our sharing of your Protected Video Info, including what videos were watched and what video programming was otherwise interacted with, on the Device(s) on which the Service has been activated or accessed. Sharing this information will help Xumo to provide superior service and allows you to take full advantage of the features of the Xumo service.

#### **Consent for Residents of Minnesota, New York, or Tennessee**

If you are a resident of Minnesota, New York, or Tennessee, the following is in addition to your general consent above. By agreeing to this Video Privacy Policy and Consent, you are effectively “signing” the consent in the corresponding state notices below:

##### **Minnesota:**

**This videotape service provider (videotape seller) from time to time provides to marketers of goods and services, the names and addresses of customers and a description or subject matter of materials rented or purchased by video customers. The videotape service provider (videotape seller) may not include your name, address, or the description or subject matter of any material rented or purchased in these lists without your written consent. This election may be changed by you, in writing, at any time.**

**I do not object to the release of my name, address, or the description or subject matter of the material rented or purchased.**

**I consent and agree**

##### **New York:**

**This video tape service provider from time to time provides to marketers of goods and services, the names and addresses of customers and a description or subject matter of materials rented by video customers. You have the right to elect not to have your name, address or the description or subject matter of any material rented included in such lists. This election may be changed by you, in writing, at any time.**

**I do not object to the release of my name, address or the description or subject matter of the material rented.**

**I consent and agree**

##### **Tennessee:**

**This video tape service provider from time to time provides to marketers of goods and services, the names and addresses of customers and a description or subject matter of materials rented by video customers. You have the right to elect not to have your name, address or the description or subject matter of any material rented included in such description or subject matter of any material rented included in such lists. This election may be changed by you, in writing, at any time.**

**I consent and agree**

## **POLICY CHANGES**

We may change this Video Privacy Policy and Consent at any time effective upon the posting of the revised policy on the Service, and you agree that such posting is adequate notice. Your use of our Service indicates your consent to the policies and terms posted at the time of use. However, we will not use your previously collected Protected Video Info or other Personal Information, to the extent it is not collected under an applicable new privacy policy, in a manner materially different than represented at the time it was collected without your consent. Continued use constitutes consent so if you do not consent, do not continue to use the Service.

You may obtain copies of Xumo's [Terms of Service](#), [Privacy Policy](#), and [Video Privacy Policy](#) by sending us a request at [privacy@xumo.com](mailto:privacy@xumo.com) and may view and print them on [www.Xumo.com](http://www.Xumo.com).

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