

## **PRIVACY POLICY**

Effective Date: January 10, 2016.

**To download/print our Privacy Policy ("Privacy Policy"), click [here](#). To download/print our Terms of Service, click [here](#). To review the full Privacy Policy, keep reading.**

### **Overview**

You should read this entire Privacy Policy, but here is a partial list of some of the key topics. Any capitalized terms have the meanings given to them where defined in the Privacy Policy.

- Click [here](#) for a summary of each section of the Privacy Policy. Click on the topic for full details.
- We ask you for, and use Tracking Technologies (defined below) to detect, information about you, and third parties may also do so in connection with our Service (defined below). Click [here](#) for details. As examples:
  - Third parties, including advertisers and advertising services providers, may collect information about you. They 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 sites or services. Their privacy policies, not ours, govern their practices.
  - We do not monitor or take any action with respect to so-called browser do not track signals, but you may have certain other options regarding tracking and/or targeting.
  - You may be served with targeted content and advertising.
- **Your CA Privacy Rights:** California residents have certain rights regarding our sharing of certain personal information with third parties for direct marketing. Click [here](#) for more information.
- You consent to our practices detailed in our Privacy Policy. Each time you use the Service, the version of our Privacy Policy then posted will apply to that use, subject to [Section 11](#), so check for updates each time you access the Service. To prospectively change your consent, terminate your account, stop using the Service and uninstall any downloads and apps.

### **Introduction**

Welcome! You have arrived at [wondery.com](#) and/or are otherwise interacting with our Service (defined below), which is owned and operated by Wondery LLC, a Delaware limited liability company ("**Wondery**" or "**we**," "**our**" or "**us**"). This Privacy Policy governs your use of any online service location (including, without limitation, both mobile and online versions) that posts a link to this Privacy Policy (each a "**Site**" except when we refer only to our 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, 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. Consult their privacy policies regarding their practices.

To the extent 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, please review the Service's [Terms of Service](#), which governs your use of the Service, and includes, among other things, grants of rights from you, 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 and consent to our collection, use and sharing of your information and data, and other activities, as described below.***

## **Linkable Table of Contents**

This Privacy Policy is posted in interactive format to ease your review, especially using smart phones and other devices with small screens. It is important that you read and understand the entire Privacy Policy before using the Service. Each section below contains a brief introductory summary and a link to the full explanation. Click on the headings and the "More" buttons to be taken to the full explanation. Any capitalized terms that appear in but are not otherwise defined in the introduction have the meanings given to them elsewhere in the Privacy Policy.

### 1. [What Information Does the Service Collect?](#)

We collect and receive certain information about you as you interact with our Service, explained further in this section. [More](#)

#### a. [Information About You That You Provide to Us](#)

We may collect certain Personal Information and Demographic Information that you provide to us when you interact with the Service. For example, we may collect this information through various forms and in various places on the Service, including newsletter registration forms, "contact us" forms, and when you otherwise interact with the Service. [More](#)

#### b. [Information Collected and Stored As You Access and Use the Service](#)

Certain information may be collected from you automatically when you access and use the Service. For example, we and third parties may use Tracking Technologies to collect Usage Information for a variety of purposes, including serving you advertising, based on your having visited our Service or your activities across time and third party locations. We do not look for or respond to do not track signals, but you may have certain other options regarding tracking and/or targeting. This Section provides details on:

- Usage Information
- Tracking Technologies
- Tracking Technologies Choices and Consent
- Third Party Tracking and Do Not Track

[More](#)

#### c. [Information Third Parties Provide About You](#)

We may obtain information about you from third parties. [More](#)

d. [Third-Party Content and Services](#)

If you interact with third-party services, such as using Facebook Connect to log in, those services may send us information about you and you or we may send them information about you. [More](#)

e. [Information You Provide About a Third Party](#)

You may provide us information about others, such as when you send a friend a message. If so, the information you provide (names, e-mail addresses, etc.) may be used to facilitate the communication, but will not be used for other marketing purposes unless your friend consents. You may be identified to the friend in connection with such a message. [More](#)

2. [How Do We Use The Information Collected?](#)

We use your Personal Information, Demographic Information and Usage Information for a variety of purposes detailed in this section including:

- Generally
- Advertising and Content Management
- Contact Us
- Use of Information For Recruitment Purposes

[More](#)

3. [How and When Do We Share Information With Third Parties?](#)

We may provide your information to third parties under various circumstances detailed in this section. These may include:

a. [When You Request Information From or Provide Information to Third Parties](#)

If you request information from third parties, request that we send information to third parties or interact with third-party services, content, ads or tools (including Facebook and other third party services) we may share your information with such parties and/or they may collect your information directly. This may also include ordering or purchasing products from third parties through us where we indicate that the third party is the seller. [More](#)

b. [Third Parties Providing Services on Our Behalf](#)

Our vendors may collect your information on our behalf or we may share it with them so that they may provide services to us and you. Some may offer you choices regarding the collection and use of your information. [More](#)

c. [To Deliver Social Content and Advertising](#)

We may share or transfer your content and information in connection with our social media features and/or social advertising, which may specifically identify you and your activities (e.g., John listened to this podcast, Jane likes Acme Corp.) to people associated with you (such as members of your social networks). However, you have the opportunity to exercise certain opt-out options. [More](#)

d. [To Protect the Rights of Wonderly and Others](#)

There are a variety of administrative and legal reasons for which we may share some or all of your information. [More](#)

e. [Affiliates and Business Transfer](#)

We may share your information with our affiliates or in the event of a sale, merger or similar transaction. [More](#)

f. [Co-Branded Areas](#)

Co-branded areas may include information collection by us and third parties. Such third parties' privacy policies, not ours, govern their practices. [More](#)

g. [Sweepstakes, Contests And Promotions](#)

Promotions entrants may be required to consent to certain information sharing. [More](#)

h. [EEOC/Affirmative Action Reporting](#)

Certain employment application self-identifying information (e.g., race and gender) may be shared with the government and other third parties. [More](#)

i. [Your California Privacy Rights](#)

We give California residents the option to exercise choice regarding our sharing of 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.

4. [What About Information I Disclose Publicly or to Others?](#)

a. [User-Generated Content and Public Information](#)

Posting content in public areas makes it available to others. We may share and use your public information for any reason not otherwise prohibited by this Privacy Policy. [More](#)

b. [Name and Likeness](#)

You grant us the right to use your name and likeness in connection with your posting and activities. [More](#)

c. [Profiles](#)

A user's profile may be, by default, set up to display certain information about you. We may offer you the ability to manage your public profile and use profile settings. [More](#)

5. [Do Third-Party Content, Links to Third-Party Services and/or Third-Party Apps Appear on the Service?](#)

We may allow you to access third-party content on the Service, or to link to or interact with third-party applications and locations from the Service, but we are not responsible for third-party content, apps, and locations. [More](#)

6. [Are Ads Served On the Service Or Retargeted to Me Later?](#)

We and third parties may send you ads, including targeted ads based on your location, information and/or behavior. If you object, do not use our Service and/or exercise choices some third parties may offer. [More](#)

7. [How Do I Exercise Choice and Change Preferences?](#)

You may change certain account information, and exercise certain choices regarding information collection and communications preferences, as more fully detailed in this section. [More](#)

8. [What About Transfer of Information to the United States?](#)

You consent to your data being transferred to the United States, which has different data protection laws than other countries. [More](#)

9. [What Should Parents Know About Children?](#)

We do not intend to collect personal information from children. If you think we have, let us know. California minors have certain content removal rights. [More](#)

10. [What About Security?](#)

No data security is absolute, but we endeavor to take reasonable steps to secure data appropriately. [More](#)

11. [What About Changes to the Privacy Policy?](#)

We may change this Privacy Policy upon posting of a revised Privacy Policy. However, we will continue to treat your Personal Information under the terms of the privacy policy in effect when it was collected unless you otherwise consent. [More](#)

### **The Full Detailed Privacy Policy**

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, phone number, and home address ("**Personal Information**"); and (2) demographic information, such as information about your gender, age, zip code, country, company name, and company type ("**Demographic Information**"). We may collect this information through various forms and in various places on the Service, including at registration, newsletter sign-up forms, "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 your personal computer, browser, laptop, tablet, mobile phone, or other device (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 (i.e., we treat it as Non-Personal Information), except to the extent required by applicable law.

This Usage Information may include:

- your IP address, UDID, advertising identifier, 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;
- clickstream data reflecting the information you enter and the selections you make while using the Service;
- your Device functionality (including browser, operating system, hardware, mobile network information);
- the URL that referred you to our Service;
- the areas within our Service that you visit and your activities there, including remembering you and your preferences;
- your Device location;
- your Device characteristics; and
- certain other Device data, including the time of day, among other information.

**Tracking Technologies.** We may use now and hereafter known 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. A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods later developed): [Cookies](#), [Web Beacons](#), [Embedded Scripts](#), [Browser Fingerprinting](#), [Etags](#), [Recognition Technologies](#), and [in-App Tracking](#).

**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:

[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 "1x1 GIFs" or "clear GIFs," "Pixel Tags," or "Web Bugs") 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 is the same user or household).

***In-app Tracking Methods.*** There are a variety of Tracking Technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifiers such as "Ad IDs" to associate app user activity to a particular app.

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

### **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. For more information on your choices regarding Tracking Technologies, see [Section 6](#) and [Section 7](#) below.

### **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. 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. For more information on our vendors, and their Tracking Technologies, click [here](#). For more information on advertising and advertisers, and related Tracking Technologies, click [here](#). For more information on your choices regarding Tracking Technologies click [here](#).

Also, various third parties are developing or have developed signals or other mechanisms known as "do not track signals". For instance, some 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 site 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. For more information on "do not track" visit <http://www.allaboutdnt.com>.

#### **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 serve you, to tailor our 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.

#### **d. Third-Party Content and Services**

The Service may include functionality that allows certain kinds of interactions between the Service and a third-party web site, platform, tool, application or other service, and accessing or display of third-party content via the Service ("**Third Party Services**"). The use of Third Party Services may involve the third-party operator thereof ("**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. In addition, you may be able to access our Service, your Account and/or Service content via a third party platform, site, app or other service, (e.g., the Android and Apple app stores) and those Third Party Operators may collect Personal Information and other data about you in connection therewith, and may provide some or all of it to us [(e.g., the third party may handle the billing of transactions for our content that are purchased via the Third Party Service and then tell us what you purchased so we can fulfill the order)].

If we offer and you choose to use Third Party Services to access or use our Service, the Third Party Services may send Personal Information about you to us. To the extent we combine such third-party sourced information with Personal Information we collect directly from you on the Service, we will treat the combined information as Personal Information under this Privacy Policy. If we discontinue use of any Third Party Service (e.g., your Facebook or any other account as an access mechanism for the Service), you consent that we may nevertheless retain any Personal Information, and other information and data, we may have already

received in connection therewith in accordance with this Privacy Policy.

In addition, we may provide Third Party Services' interfaces or links on the Service to facilitate your sending a communication from the Service. For example, we may use third parties to facilitate e-mails, 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.

When you use Third Party Services, you are using their services and not our Service 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. For more information on Third Party Services and the policies and activities of Third Party Operators see [Section 5](#).

#### 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 Services subject to third-party privacy policies as further detailed in [Section 1\(d\)](#), [Section 3\(a\)](#) and [Section 5](#).

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

**Generally.** We may use your Personal Information, Demographic Information and/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 Service's features including online entry sweepstakes, contests or other promotions; (3) to process your registration with any of the Service, including verifying your information is active and valid; (4) to manage and administer the Service including content management (including territory restrictions), account management, and billing and collections activities; (5) to improve the Service or create new service offerings, to customize your experience on any of the Service, or to serve you, or suggest to you, specific content that may be most relevant to you; (6) to contact you with regard to your use of any of the Service and, in our discretion, changes to the any of the Service and/or any of the Service's policies; (7) to prevent unauthorized, improper or illegal activities on the Service; (8) for internal business purposes; and (9) 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 or our Terms of Service.

**Advertising and Content Management.** 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, including making recommendations based on your

activities; (2) to restrict access to certain content as required by the content owner's licenses (e.g., to enforce territory restrictions); (3) to understand the usefulness to you of the advertisements or content that have been delivered to you; and (4) when you comment to or add content to the Service. For more on advertising, see [Section 6](#), and for information on your choices regarding advertising, see [Section 7](#) below.

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

**Use of Information for Recruitment Purposes.** Where you have provided us with Personal Information and/or Demographic Information) as part of an online application for employment or internship, we may use that information in order to allow us to make an informed decision about whether to proceed with your application. We may, as part of this recruitment process, collect information about your education, employment history and similar matters. Where this Personal Information or Demographic Information is considered to be sensitive, you expressly consent to our processing of this information for recruitment purposes by submitting it to us.

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

We may share "**Non-Personal Information**" (i.e., information that is not or is modified not to be Personal Information), such as aggregated user statistics, with third parties. For instance, if we de-identify data about you, it is not treated as Personal Information by us, and we may share it with others freely. Except where prohibited by applicable law, we may share your UIDs with third parties along with data (other than Personal Information) related to you and your activities as non-Personal Information under this Privacy Policy. However, we do not share your Personal Information that we have collected directly from you on our Service with third parties for those third parties' direct marketing purposes, except as set forth in [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, which may be offered at the time you provide such Personal Information but at any event you can opt out from future share your Personal Information with third parties for those third parties' direct marketing purposes by contacting us here.

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, as set forth in our [Terms](#) or any applicable Additional Terms, or otherwise set forth in this Privacy Policy for any other reason not prohibited by applicable law or inconsistent with this Privacy Policy. Without limitation of the forgoing, we may disclose your information, including Personal 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, Third Party Services (e.g., Third Party Operator's 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 Operator's practices. If you elect to share information about your media choices and your use of the Service with your social networks, you will be sending information about you to the social networking services that you designate, including Usage Data relating to your use of the Service. You may be asked to consent on a use-by-use basis to the sharing of information about your media selections with social networks, or to otherwise consent to such sharing. 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 and partners to perform certain services on behalf of us or the Service, such as hosting or distributing the Service, designing and/or operating the Service's features, tracking the Service's activities and analytics, facilitating transactions, order fulfillment, payments and customer service, and enabling us to send you special offers or perform other administrative services. We may provide these third parties with access to your information, including UIDs, Usage Information 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, about you. We are not responsible for those third party technologies or activities arising out of them. However, some may offer you certain choices regarding their practices. For more information, see [Section 7\(b\)](#) below. For more on how to recognize and potentially limit our vendors' Tracking Technologies, see [Section 1\(b\)](#) (below).
- c. **To Deliver Social Content and Advertising.** We, and others we work with (e.g., third party publishers, advertisers and advertising services providers) may use your Personal Information, Demographic Information and/or Usage Information we have collected in connection with the Service to target and deliver content and advertisements to you and other users, both on and off of our Service. Further, by using the Service, you consent to the use of your Personal Information and your Service activity information (including regarding your content consumption) in, or in connection with, sponsored content and advertisements shown to your connections or other users. For example, by associating your real name, username and/or profile photo in, or in connection with, sponsored content and/or advertisements (e.g., John listened to this podcast, Julie likes Acme Corp., etc.). However, we may, from time to time, offer you options to manage this type of social sharing via your Profile settings, and we will, make reasonable good faith efforts to respect settings. However, we do not guarantee that your setting selections will be effective immediately or be error free when delivering social content and advertisements. For more information on these setting options, or to let us know about any problems regarding such settings, visit [here](#).
- d. **To Protect the Rights of Wondery and Others.** To the fullest extent not prohibited 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 Wondery or third parties (including through the enforcement of this Policy, our [Terms of Service](#), and other applicable agreements and policies); (ii) comply with legal and regulatory obligations and government requests (e.g., pursuant to law enforcement inquiries, subpoenas

or court orders); (iii) comply with our obligations and commitments to safeguard the privacy and security of your information; or (iv) prevent unauthorized, improper or illegal activities on the Service. Further, we may disclose information about you as otherwise permitted under our Terms of Service or as specifically disclosed when we collect information from you. Additionally, if you notify us that you believe your rights have been violated in connection with the Service or another user of the Service, we may disclose information about you to the extent necessary to evaluate and respond to your concern. To the fullest extent not prohibited 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.

- e. **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.
- f. **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.
- g. **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.
- h. **EEOC / Affirmative Action Reporting.** In conjunction with laws and regulations enforced by the Equal Employment Opportunity Commission ("**EEOC**"), the Office of Federal Contract Compliance Programs ("**OFCCP**") and similar state and local regulatory agencies, we may ask you to provide us with self-identifying information (such as veteran status, gender and ethnicity). Providing such self-identifying information is voluntary, but if you do provide us with such information, we may submit that information, to the EEOC, the OFCCP and similar state and local regulatory agencies or otherwise use or disclose it for business-related purposes, including, without limitation, responding to information requests, fulfilling regulatory reporting requirements and defending against employment related complaints.

- i. **Your California Privacy Rights.** We provide California residents the ability to exercise choice over our sharing of 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. If you are a California resident, you may opt-out of our future sharing of such data with third parties for their direct marketing purposes, and/or request information about our compliance with the Shine the Light law by contacting us [here](#) or by sending a letter to 8581 Santa Monica Blvd, Ste. 589, West Hollywood, CA 90069, (Attention: Privacy). Any such request must include "California Privacy Rights Request" in the first line of the description and include your name, street address, city, state, and ZIP code. You can opt-out at any time and change your preference at any time, but we are only required to respond to one information request per customer each year, and we are not required to respond to requests made by means other than through this email address or mail address.

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

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

- a. **User-Generated Content and Public Information.** The Service may permit you to submit audio recordings, messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, "**User-Generated Content**"), such as on blogs and message boards. We or others may store, display, reproduce, publish, distribute or otherwise use User-Generated 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-Generated 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-Generated Content. Please note that Wondery 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-Generated 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-Generated Content you submit to Third Party Services via our Service.
- b. **Name and Likeness.** We may also publish your name, voice, likeness and other Personal Information that is part of your User-Generated Content, and we may use the content, or any portion of the content, for advertising, marketing, publicity and promotional activities.
- c. For full terms and conditions regarding User-Generated Content you submit to the Service, please review our [Terms of Service](#).
- d. **Profiles.** We may offer registered users of the Service a profile page. A user's profile page may be, by default, set up to display information such as the user's display name, images, location (city/state/country), podcasts, company, and optional information added by the user

including, for example, the user's tagline, etc. We may make it possible for users to see a report on other users that visited a profile page and this gives users access to such visitor's profile pages. Profile information is used by us primarily to be presented back to and edited by you when you access the Service and to be presented to others permitted to view that information on the Service. In some cases (e.g., posting to your page), other users of the Service may be able to supplement your profile. We may offer users the ability to manage their public profile and use profile preference settings as explained at [Section 7](#), the functionality and features of which are subject to change from time-to-time so visit it frequently to confirm the settings reflect your then current preferences and we recommend that you do not post information or content as part of your profile that you are not prepared to make public. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules. Users should carefully consider the use of such settings to improve information display options and to ensure the settings are properly set and functioning in the manner desired. Notwithstanding the availability of profile preference settings, you should be aware that these settings are for convenience only, do not employ complex data security protection and may not be error free. Further, other users that have access may repost or otherwise make public your information or content. Accordingly, discretion and good judgment should be exercised when posting information or content as part of your profile.

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 (collectively, "**User-Generated Content**"). We are not responsible for the accuracy, use or misuse of any User-Generated Content or Personal Information that you disclose or receive from third parties through the Service. We are not responsible for any User-Generated Content or Personal Information you submit to third party services via our Service. Please think carefully before deciding what information you share, including Personal Information, in connection with your User-Generated Content.

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

The Service may contain content that is supplied by a Third Party Operator, and those third parties may collect Usage Data and your UID when such content is served to you. Third Party Services may also be available via the Service. We are not responsible for the data collection and privacy practices employed by such third parties or their services and they may be collecting data about you and may be sharing it with us and/or others. These third parties and their services may also associate their Tracking Technologies with you, track you across sites and time, serve you their own ads (including Interest-based Ads (defined below)) and may or may not have their own published privacy policies.

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. For example, if you "click" on a link, the "click" may take you off the Service onto a different site. We 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.

Be sure to review any available privacy policies and notices before submitting any Personal Information to a third party or its services, or otherwise interacting with Third Party Services or

other locations you link to from our Service, and exercise caution in connection with them. We are not responsible for the availability, completeness or accuracy of such third parties' policies or notices.

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## 6. ARE ADS SERVED ON THE SERVICE OR RETARGETED TO ME LATER?

Wondery may engage and work with third parties to serve advertisements on Wondery's behalf on the Service, and/or on Third Party Services, and to provide analytics about the use of the Service and the performance of Wondery's ads and content on the Service and on Third Party Services. In addition, Wondery may participate in online advertising networks and exchanges that display relevant advertisements to the Wondery visitors, on the Service and on Third Party Services, based on user interests as reflected in their browsing of the Service and certain Third Party Services. These entities may use cookies and other Tracking Technologies to automatically collect information about you and your activities, such as registering a unique identifier for your device and tying that to your online activities on and off of the Service. Wondery may use this information to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on the Service and Third Party Services and better understand your online activity.

Some information about your use of the Service and certain Third Party Services may be collected using Tracking Technologies across time and services and used by Wondery and third parties for purposes such as to associate different devices you use, and deliver relevant and retargeted ads ("**Interest-based Ads**") and/or other content to you on the Service and certain Third Party Services. You may have certain choices regarding these activities as explained in the next section.

Wondery is not responsible for third parties or Third Party Services associated with advertising and analytics services, and related tracking activities. Consult their privacy policies and notices for information on their practices and see [Section 7](#) regarding certain choices some of them may offer you. Your browser settings may allow you to automatically transmit a "Do Not Track" signal to online services you visit. Note, however, Wondery currently does not alter Wondery's practices when Wondery receives a "Do Not Track" signal from a visitor's browser. For more information on tracking and "do not track," see [Section 1\(b\)](#).

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 databases ("**Matched List Ads**"). This is done by matching common factors between our databases and the databases of Third Party Operators. For instance, we may use such ad services offered by Facebook or Twitter. If we use Facebook to serve Matched List Ads on Facebook services, you should be able to hover over the box in the right corner of such a Facebook ad and find out how to opt-out with us from such list. If you opt-out from our Facebook Matched List Ads, we will remove the matching Personal Information from that list, however, this will not take effect immediately and if you have multiple e-mails or other accounts you may have to opt-out separately for each one. If we use Twitter Matched Use Ads, you should be able to opt-out through your account settings on Twitter. If you opt-out from our Twitter Matched Use Ads, you will be removed from that list, however, this will not take effect immediately and if you have multiple e-mails or other accounts you may have to opt-out separately for each one. We are not responsible for such third party services' failure to comply with your or our opt-out instructions or to provide us notice of your opt-out elections, and they may change their options without notice to us or you.

## 7. HOW DO I EXERCISE CHOICE AND CHANGE PREFERENCES?

### a. **Accessing And Changing Information.**

The Service may provide web pages or other mechanisms allowing you to delete, correct or update some of the Personal Information you have provided Wondery. Wondery will make good faith efforts to make requested changes in Wondery's then-active databases as soon as practicable, but it is not always possible to completely change, remove or delete all of your information or public postings from Wondery's databases (California minors see [Section 9](#)) and residual and/or cached data may remain archived thereafter. Further, we reserve the right to retain data (i) as required by applicable law; and (ii) for so long as reasonably necessary to fulfill the purposes for which the data is retained as permitted by applicable law (e.g., business records).

### b. **Tracking Technologies Generally.**

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options so you may need to set them separately. Also, tools from commercial browsers may not be effective with regard to Flash cookies (also known as locally shared objects), 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 the Service may not work and that when you revisit the Service your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations.

App-related Tracking Technologies in connection with non-browser usage (e.g., most functionality of a mobile app) can be disabled by uninstalling the App. To uninstall an App, follow the instructions from your operating system or handset manufacturer. In addition, you may have certain choices regarding in-app Interest-based Advertising as described in the next section.

Some third parties may also offer you choices regarding their Tracking Technologies. One way to potentially identify cookies on our Site is to add the free Ghostery plug-in to your browser ([www.ghostery.com](http://www.ghostery.com)), which according to Ghostery will display for you traditional, browser-based cookies associated with the web sites (but not mobile apps) you visit and privacy and opt-out policies and options of the parties operating those cookies. Wondery is not responsible for the completeness or accuracy of this tool or third party choice notices or mechanisms. For specific information on some of the choice options offered by third party analytics and advertising providers, see the next section.

### c. **Analytics and Interest-Based Advertising.**

Wondery may use Google Analytics, Adobe Analytics or other Service Providers for analytics services. These analytics services may use cookies and other Tracking Technologies to help Wondery analyze how users use the Service. Information generated by these services (e.g., your IP address and other Usage Information) may be transmitted to and stored by Google Analytics, Adobe Analytics and other Service Providers on servers in the U.S. (or elsewhere) and these Service Providers may use this information for purposes such

as evaluating your use of the Service, compiling statistic reports on the Service's activity, and providing other services relating to Service activity and other Internet usage. Wondery only retains aggregated data from Google Analytics and Adobe Analytics. You may exercise choices regarding the use of cookies from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or downloading the Google Analytics Opt-out Browser Add-on. You may exercise choices regarding the use of cookies from Adobe Analytics by going to <http://www.adobe.com/privacy/opt-out.html> under the section labeled "Tell our customers not to measure your use of their websites or tailor their online ads for you."

Certain companies may participate in the Digital Advertising Alliance ("DAA") AdChoices Program and may display an Advertising Option Icon for Interest-based Ads that links to an opt-out tool which allows you to exercise certain choices regarding targeting. You can learn more about the DAA AdChoices Program at <http://www.youradchoices.com/> and its opt-out program for mobile apps at <http://www.aboutads.info/appchoices>. In addition, certain advertising networks and exchanges may participate in the Network Advertising Initiative ("NAI"). NAI has developed a tool that allows consumers to opt out of certain Interest-based Ads delivered by NAI members' ad networks. To learn more about opting out of such targeted advertising or to use the NAI tool, see <http://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt out of certain kinds of Interest-based Ads, you will continue to receive non-targeted ads. Further, opting out of one or more NAI or DAA members only means that those selected members should no longer under the DAA / NAI rules deliver certain targeted ads to you. This will affect this and other services, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). 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 web browser(s), or use a non-browser-based method of access (e.g., mobile app), your NAI / DAA browser-based opt-out may not, or may no longer, be effective. Mobile device opt-outs will not affect browser-based Interest-based Ads even on the same device, and you must opt-out separately for each device. Wondery is not responsible for the effectiveness of, or compliance with, any third-parties' opt-out options or programs or the accuracy of their statements regarding their programs. However, Wondery supports the ad industry's [2009 Self-regulatory Principles for Online Behavioral Advertising](http://www.iab.net/media/file/ven-principles-07-01-09.pdf) (<http://www.iab.net/media/file/ven-principles-07-01-09.pdf>) and expect that ad networks Wondery directly engages to serve you Interest-based Ads will do so as well, though Wondery cannot guaranty their compliance.

**d. Mobile Apps.**

With respect to Wondery's Apps, you can stop all collection of information by uninstalling the App. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain location-based services, by adjusting the permissions in your mobile device. See also the prior section regarding in-App Interest-based Ads choices.

**e. Communications and Marketing.**

You can opt out of receiving certain promotional communications (emails or text messaging) from Wondery at any time by (i) for promotional e-mails, by following the instructions as provided in emails to click on the unsubscribe link, or if available by changing your communication preferences by logging onto your account; and (ii) for text messages, by following the instructions as provided in text messages from Wondery to text the word, "STOP". Please note that your opt-out is limited to the e-mail address or phone number used

and will not affect subsequent subscriptions. If you opt-out of only certain communications, other subscriptions may continue. Even if you opt out of receiving promotional communications, Wondery may, subject to applicable law, continue to send you non-promotional communications, such as those about your account, transactions, servicing, or Wondery's ongoing business relations. California residents have certain rights regarding our sharing of certain of their personal information with third parties for third party direct marketing purposes, as explained in [Section 3\(i\)](#).

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## 8. WHAT ABOUT TRANSFER OF INFORMATION TO THE UNITED STATES?

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.

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## 9. WHAT PARENTS SHOULD KNOW ABOUT CHILDREN?

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.

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 [here](#).

Any California residents under the age of eighteen (18) who have registered to use the Service, and 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.

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## 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, wireless 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.

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## **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 without your consent. If you have a subscription to a Service, material changes to the Privacy Policy will only become effective with respect to the aspect of that subscription Service at the end of the then current term unless you otherwise 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 extent necessary for the remainder to be valid and enforceable.

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