

VIRGIL ABLOH WEBSITE TERMS OF USE AND POLICIES

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TERMS OF USE

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1. Introduction.

This Terms of Use (“Terms of Use”) explains your rights and obligations in accessing, visiting and/or using www.virgilabloh.com (the “Website”) and the Services (“Services”), managed by Canary Yellow, LLC (“Canary Yellow,” “we,” “our,” and/or “us”). This Terms of Use does not apply to websites, apps, destinations, or other offerings that we do not own or control, even if they are linked to from the Service. All capitalized terms used in this Terms of Use that are not otherwise defined have the meanings set forth in the **Definitions**.

You can access this Terms of Use any time through the links provided on the footer of the Website, or as otherwise indicated depending on the Service you are using. By purchasing a Product, registering for any aspect of the Service, or otherwise accessing, visiting or using the Service, you consent and agree to be bound by the terms of this Terms of Use. **If you do not agree with the terms and conditions of this Terms of Use, you should not access, visit and/or use the Website or any of its Services, or request or receive a Product.** We advise that you print or retain a digital copy of this Terms of Use for future reference.

In addition to reviewing this Terms of Use, please also review our **PRIVACY POLICY AND COOKIE STATEMENT** and any other terms and conditions that may be posted elsewhere in the Service or otherwise communicated to our users, because the **PRIVACY POLICY AND COOKIE STATEMENT** and all such terms and conditions are also part of the Agreement between you and us.

This Terms of Use may be modified from time to time, so check back often. So that you are aware changes have been made, we will adjust the “Last Updated” date at the end of this document. Continued access, visitation and/or use of the Website and any of its Services by you, or continued receipt of a Product, will constitute your acceptance of any changes or revisions to the Terms of Use.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 8.g BELOW, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. READ MORE IN SECTION 9.g BELOW.

If you breach, violate, fail to follow, or act inconsistently with any part of the Agreement, we may terminate, discontinue, suspend, and/or restrict your account/profile, your ability to access, visit, and/or use the Service or any portion thereof, and/or the Agreement, including without limitation any of our purported obligations hereunder, with or without notice, in addition to our other remedies. In addition, we may curtail, restrict, or refuse to provide you with any future access, visitation, and/or use of the Website and any of its Services or Product. We reserve the right, in addition to our other remedies, to take any technical, legal, and/or other action(s) that we deem necessary and/or appropriate, with or without notice, to prevent violations and enforce the Agreement and remediate any purported violations. You acknowledge and agree that we have the right hereunder to an injunction without posting a bond to stop or prevent a breach or violation of your obligations under the Agreement.

In the event of any conflict or inconsistency between the terms and conditions of this Terms of Use, and any other terms and/or conditions applicable to the Website or any Services, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

2. Conditions of Use.

a. Use of the Service by You:

i. The Service is not intended for users under the age of 13, and such users are expressly prohibited from using the Service, registering for any Products such as contests or surveys, making any purchases, or registering for any aspect of the Service, and by taking such actions you agree, represent, warrant, covenant and guarantee that you are 13 years of age or older.

ii. You shall ensure that the Device and all equipment, hardware, software, products and/or services you use to access, visit, or use the Service does not disturb or interfere with our operation of the Service, or impede or interfere with others' access, visitation and/or use of the Service. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Service any Device or other equipment, hardware, software,

product and/or services causing interference with us, Third Party Providers, the Service or any Product or Content.

iii. Unless otherwise specified, the Service is intended for your personal, non-commercial use only. You may not access and/or store the Service or any of its Content except for personal, non-commercial use. You are solely responsible for all usage of, or activities on, the Service by you.

iv. You acknowledge that we have not reviewed and do not necessarily endorse the Content or Products available on or through sites, applications, destinations or services linked to or accessible from this Service and are not responsible for the Content, Products or actions of any other sites, applications, destinations or services. Your linking to or accessing any other site, application, destination or service is at your sole risk.

v. You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations in accessing and using the Service, and will immediately notify us if you learn of or suspect a security breach or any illegal activity in connection with the Service.

b. Prohibitions on Use of the Service: Absent explicit prior written consent in certain situations, you may not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

i. make any commercial, advertising, promotional, or marketing use of the Service, Products and/or Content obtained on or through the Service, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement, us or the Service;

ii. impersonate, imitate or pretend to be somebody else, by setting up different accounts/profiles or otherwise, or falsely state, represent, or imply any affiliation, association, or connection with a person or entity when using the Service;

iii. falsely state, represent, or imply any affiliation, association, or connection between any person or entity, including without limitation you, your company, or your site, application, destination or service, with the Service, us, or Third Party Providers;

iv. post, upload, transmit, send or otherwise make available on or through the Service any Content that constitutes junk mail, spam, pyramid schemes, chain letters, phishing, advertising, and/or commercial offers, including without limitation touting or recommending any stocks or particular security, portfolio of securities, transaction or investment strategy;

v. post, upload, transmit, send, or otherwise make available on or through the Service any unsolicited bulk communication;

vi. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content you may post, upload, transmit, send, or otherwise make available on or through the Service;

vii. use any bots, cheats, macros, scripts, or run mail lists, listserv or any form of auto-responder, or use any other automated process, or engage in meta-searching or periodic caching of information, to access, visit and/or use the Service, including without limitation to post, upload, transmit, send, or other make available Content on or through the Service;

viii. copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content on or through the Service, including by an automated or manual process or otherwise, if we have taken steps to forbid, prohibit, or prevent you from doing so;

ix. engage in personal attacks, use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content about an individual that is, abusive, intimidating, bullying, harassing, hateful, violent, or that victimizes, degrades, defiles or disparages an individual, on or through the Service;

x. use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content about a group that is, hateful, violent, or that victimizes, degrades, defiles or disparages any group based on race, gender, gender identity, religion, national origin, disability, sexual orientation, or age, or otherwise engage in what we deem to be racism, sexism, ageism, religious intolerance, bigotry, ethnic slurs, or homophobia;

xi. use any language, or post, upload, transmit, send or otherwise make available on or through the Service any Content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, or promote activities that incite violence, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, provincial, national, international, or foreign law, rule or regulation (e.g., drug use, underage drinking), including without limitation defamation, child pornography, fraud, or invasion of privacy;

xii. stalk others on or through the Service, or using information obtained on or through the Service, or otherwise contact other users in the physical world without their permission using information obtained on or through the Service;

xiii. use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content that is, or depicts anyone engaged in any act deemed by us to be, pornographic, obscene, sexually explicit, perverse, illicit, indecent, lewd, or lascivious;

xiv. use any language, or post, upload, transmit, send or otherwise make available on or through the Service any Content that we deem to be offensive, immoral, vulgar, crude, harmful, violent, deceptive, or otherwise inappropriate;

xv. post, upload, transmit, send or otherwise make available on or through the Service any Content that you are bound to not disclose, by agreement, contract, fiduciary duty, employment relationship, or otherwise, such as insider information, proprietary and/or confidential information, or trade secrets;

xvi. provide professional advice or post, upload, transmit, send or otherwise make available on or through the Service any Content intended to provide professional advice about medical, health, legal, tax, financial, or investment issues, or to solicit, recommend, or endorse any securities or financial instruments, or suggest that a particular transaction or investment strategy is suitable for you or any specific person;

xvii. post, upload, transmit, send or otherwise make available on or through the Service any Content that infringes, violates, or breaches the copyright, trademark, trade secret or any other personal or proprietary right of us, Third Party Providers, other users, and/or any third party;

xviii. copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Service, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content or Products;

xix. copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, or use any Content or Products obtained on or through the Service, in whole or in part, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement, us or the Service;

xx. copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of the Service, in whole or in part, including without limitation any Content, Products, communications, messaging, programming, hardware, functionality, or features on our networks, servers or databases, or otherwise reduce the Service, in whole or in part, to a human perceivable form; or

xxi. post, upload, transmit, send or otherwise make available on or through the Service any software disabling devices, time bombs, keystroke loggers, Trojan horses, cancelbots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature.

c. **CAUTION:** ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICE, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

3. Information, Content and Comments.

a. Reliance on Information Posted. The information presented on or through the Site and Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

b. Comments on the Service are Not Necessarily Endorsed by Us. The Site may include content provided by third parties, including materials provided by nonprofits, other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. We do not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted, uploaded, transmitted, sent or otherwise made available on or through the Service. Any Content posted, uploaded, transmitted, sent or otherwise made available on or through the Service, including advice and opinions, are the views and responsibility of those who post the Content and do not necessarily represent our views or the views of our licensors, vendors, and/or service providers. You agree that we and our licensors, vendors, and/or service providers are not responsible, and shall have no liability to you, with respect to any Content posted, uploaded, transmitted, sent or otherwise made available on the Service, including Content that violates the Agreement. Furthermore, if you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such sites. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties and accept no responsibility for them or for any loss or damage that may arise from your use of them.

c. Use of Content Supplied by You.

i. To learn about our use of your Personal Information that may be collected in connection with your access, visitation and/or use of the Service, please see our **PRIVACY POLICY AND COOKIE STATEMENT**.

ii. Except as expressly provided otherwise in the Agreement, you or the owner of any Content you post, upload, transmit, send or otherwise make available on or through the Service retains ownership of all rights, title, and interests in such Content. However, by posting, uploading, transmitting, sending or otherwise making available Content, registering for the Service, entering a sweepstakes or contest, or engaging in any other form of communication with us (on or through the Service or otherwise) you irrevocably grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide right and license to copy, reproduce, modify, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse-engineer, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, use, or change all such Content and communications, in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. Among other things, this means that we may use any ideas, suggestions, developments, and/or inventions that you post, upload, transmit, send or otherwise make available in any manner as we see fit without any compensation or attribution to you. In any event, you should make copies of or otherwise back-up any and all Content, Personal Information or communications you post, upload, transmit, send or otherwise make available on or through the Service that you may wish to retain.

iii. Please be aware that Content you disclose in publicly accessible portions of the Service may be available to other users, so you should be mindful of Personal Information and sensitive Content you may wish to post. **WE ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF CONTENT OR PERSONAL INFORMATION YOU POST, UPLOAD, TRANSMIT, SEND OR OTHERWISE MAKE AVAILABLE ON THE SERVICE.**

d. Editing, Additions and Deletions. We reserve the right, but undertake no duty, in our sole discretion, with or without notice, to review, edit, move, add, delete, or otherwise change any features, functionality, and/or Content available on or through, or downloadable from, the Service, including without limitation any Content in your account/profile, or any of your messages, posts, or threads. This includes updates or upgrades to Content, automatic or otherwise. You agree to accept, and to take no action to interfere with, automatic upgrades or updates. Any changes to the Service may not be consistent across all platforms or Devices. If you do not refresh the Service after each such change, or download the update(s) or upgrade(s), your experience may not reflect the most recent features, functionality, and/or Content, for which we disclaim any and all responsibility and liability. If any changes require you to obtain a new, additional, or different Device or other equipment, hardware, software, and/or telephone, mobile, wireless, Internet and/or other services, you are solely responsible for any additional expense. Even after Content is removed from your account/profile, your messages, post(s), and/or threads, regardless of whether such removal or deletion is by you or by us, copies of that Content may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties, including other users.

4. Copyright Complaints.

a. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, in addition to our other remedies, terminate, discontinue, suspend and/or restrict the account/profile or ability to access, visit, and/or use the Service of users who infringe the copyright rights of others, and we may choose to remove, delete, erase, or disable access to Content deemed to be infringing.

b. We may take the actions set forth herein, even for a single act of infringement. It is our policy to terminate the access of repeat infringers. If you are the subject of any of the aforementioned actions, you agree not to attempt to establish a new account/profile with the Service under any name, real or assumed, or otherwise attempt to access, visit, or use the Service. Please note that to the extent the Service or portions thereof do not limit usage to subscribers or account holders, we are not able to terminate, discontinue, suspend and/or restrict users who are neither subscribers nor account holders. Nothing herein shall limit our remedies in law or equity or by contract.

c. If you have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes your copyright rights, you may notify us by providing a document via fax, first class U.S. mail, or e-mail that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

ii. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Service are covered by a single notification, a representative list of such works at the Service;

iii. Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such copyrighted work;

iv. Information reasonably sufficient to enable us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

v. A statement that the complaining party has a good faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

d. **IMPORTANT: MISREPRESENTATIONS MADE IN A NOTICE CLAIMING THAT CONTENT OR ACTIVITY IS INFRINGING VIOLATES THE DIGITAL MILLENNIUM COPYRIGHT ACT AND MAY EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES). COURTS HAVE FOUND THAT YOU MUST CONSIDER COPYRIGHT DEFENSES, LIMITATIONS OR EXCEPTIONS BEFORE SENDING A NOTICE. ACCORDINGLY, IF YOU ARE NOT SURE WHETHER CONTENT RESIDING ON OUR SERVICE INFRINGES YOUR COPYRIGHT, WE SUGGEST THAT YOU FIRST CONTACT AN ATTORNEY. IN ADDITION, PLEASE DETERMINE WHETHER THE CONTENT YOU ARE SENDING A NOTICE ABOUT IS ACTUALLY RESIDING ON OUR SERVICE BEFORE SENDING THE NOTICE.**

e. Copyright Agent:

Canary Yellow, LLC

913 N. Market Street, Suite 200

Wilmington, DE 19801

Phone: 310.923.7317

Email: support@canary---yellow.com

For communications on other matters, please contact us through the means described on the Service, if available (for example, in the "Contact Us" section), or if no such means are specified, contact our Privacy Policy Coordinator as described in our **PRIVACY POLICY AND COOKIE STATEMENT**.

5. **Registration and Account/Profile Creation.**

a. Registration Information:

i. We may at times provide you with the option to register for certain Products such as contests and surveys, and/or to make purchases, or subscribe to newsletters, mailing lists, or other promotional material, in which case you may be required to provide Personal Information such as your name, telephone number(s), email and/or street address. Other Personal Information such as your age, gender, and preferences may also be requested. In addition, you may be asked to provide us similar information by telephone, postal mail, social media interaction or messaging (e.g., email, SMS, MMS, or similar technologies). All such information shall be referred to in the Agreement as your

“Registration Information”. We may use and share your Registration Information as described in our **PRIVACY POLICY AND COOKIE STATEMENT**.

ii. You agree, represent, warrant, covenant and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account/profile on the Service. If any of your Registration Information changes, you are responsible for updating it promptly by using the mechanism or contact information on the Service that allows you to change or update your Registration Information, if available. If no such mechanism or contact information is available on the Service, please notify our Privacy Policy Coordinator privacy@canary---yellow.com as described in our **PRIVACY POLICY AND COOKIE STATEMENT**. WE SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. WE SHALL NOT BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.

iii. We reserve the right at any time, with or without notice, to remove or require a change to our Registration Information process, or otherwise change the access means or methods for portions of the Service, the Service as a whole, or certain Products, Content, or other materials.

6. Sensitive Information Disclaimer.

a. **No Individual Advice.** While you may freely discuss topics of interest to you, and the Service may include general Content and Products relating to a range of topics, including medical, health, legal, tax, or financial issues, you should not rely on the Service for individual advice on such issues. Instead, we recommend that you talk in person with a qualified professional. You alone will bear the sole responsibility for evaluating the merits and/or risks associated with use of Content or Products before making any decisions based on such Content or Products.

b. **No Professional Health, Legal, or Tax or Financial Advice.** THE PRODUCTS AND CONTENT AVAILABLE ON OR THROUGH THIS SERVICE ARE IN NO WAY INTENDED TO AND SHALL NOT BE CONSTRUED TO: (A) CONSTITUTE PROFESSIONAL MEDICAL, HEALTH, LEGAL, TAX, OR FINANCIAL ADVICE; (B) RECOMMEND, ENDORSE, OR ADVISE REGARDING ANY FINANCIAL INSTRUMENT OR INVESTMENT STRATEGY; OR (C) DIAGNOSE, CURE, OR TREAT ANY MEDICAL, HEALTH OR OTHER CONDITION. ALWAYS SEEK THE ADVICE OF A QUALIFIED PROFESSIONAL. FOR EXAMPLE, SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER PRIOR TO STARTING ANY NEW DIET AND ASK YOUR DOCTOR ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THE AGREEMENT, WE AND THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR LOSS IN CONNECTION WITH THE PRODUCTS OR THE CONTENT OBTAINED ON OR THROUGH THIS SERVICE.

7. Products Made Available By Us.

a. We Receive Compensation. WE MAY RECEIVE A COMMISSION, FEE, AND/OR OTHER COMPENSATION ON SOME PURCHASES MADE ON, THROUGH, OR LINKED FROM THE SERVICE.

b. Product Orders. Prices. Quantities. Images available of Products may not accurately capture the actual appearance, color, look and feel, specifications, features, or functionality of such Products. Nothing on the Service constitutes a binding offer to sell, rent, auction, distribute or give away any Products. We reserve the right at any time after receipt of your order or bid to accept or decline such order or bid, or any portion thereof, or to not ship to particular addresses, even after your receipt of an order or bid confirmation or after you have been charged. Unless otherwise indicated on the Service, all prices on the Service are quoted in U.S. dollars and are intended to be valid and effective only in the United States. In the event Products are listed at an incorrect price, we have the right to refuse or cancel orders or bids placed at the incorrect price, regardless of whether the order or bid has been confirmed or you have been charged. If your order or bid is canceled by us after you have been charged, we will issue a credit. We reserve the right at any time to limit the quantities of Products which you, your family or any group seek.

c. Limitations of Liability. EXCEPT FOR PRODUCTS THAT SPECIFICALLY IDENTIFY US AS THE SELLER, ALL TRANSACTIONS FOR PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE SHALL BE BETWEEN THE USER AND THE THIRD PARTY PROVIDER WITHOUT ANY INVOLVEMENT BY US. IF YOU BID ON, PURCHASE, ORDER, OBTAIN OR RESEARCH PRODUCTS ON OR THROUGH THE SERVICE, NOTE THAT WE ASSUME NO RESPONSIBILITY FOR THE QUALITY, QUANTITY, SIZE, CHARACTER, FITNESS FOR A PARTICULAR PURPOSE, SPECIFICATIONS, FEATURES, FUNCTIONALITY, SAFETY, OR LEGALITY OF SUCH PRODUCTS, THE TRUTH OR ACCURACY OF THE LISTINGS, OR THE ABILITY OF THE SELLERS TO SELL, SHIP, OR OTHERWISE PROVIDE SUCH PRODUCTS. YOU AGREE THAT WE ARE NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY, WITH RESPECT TO ANY PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE, INCLUDING ILLEGAL, OFFENSIVE OR ILLICIT ITEMS, EVEN ITEMS THAT VIOLATE THE AGREEMENT.

d. Warranty Claims. In the Event of any failure of a Product to conform to any applicable warranty, you may be able to notify the applicable Third Party Provider to receive a refund of all or part of the applicable Fees, if any (to the maximum amount permitted by applicable law, and neither we nor our Third Party Providers will have any other warranty obligation whatsoever with respect to a Product).

e. Your Usage Obligations. Unless expressly permitted by us, all Products are intended for your personal, non-commercial use only, and you may not rent, lease, lend, sell, share, provide, give or otherwise transfer a Product to a third party. You are solely responsible for all usage of Product by you and by those you authorize or allow to use the Product. You must use the Products in compliance with any and all applicable international and U.S. laws, rules and regulations, and you must not make improper use of the Product, as determined in our sole reasonable discretion.

8. Donations and Nonprofit Information

a. Nonprofit Information on our Site. In addition to the Content and Materials made available to you on this Site and Services as identified in Section 3, from time to time, we may feature, or otherwise spotlight a nonprofit organization on our Site (including a display logo or provide additional information about the nonprofit organization). You acknowledge and agree that the feature and/or promotion of donations related to a nonprofit organization on the Site or as part of our Services does not create any obligation to you to become a Donor ("Donor") or to pledge a donation. It is your sole and complete responsibility to assess, research, review and verify the suitability of any nonprofit organization, and determine whether you want to support such nonprofit organization through a donation. Your decision to make a donation through the Site and Services rests entirely with you. You understand and acknowledge that any donation by you is subject to the terms and privacy policy of the respective nonprofit organization, and that we do not control or have any control over the terms and privacy policy of such organization. In the event that you make a donation pledge, you may be required to provide personal identifying information, including but not limited to your name, address, email address, phone number, credit card or other payment information through the nonprofit organization. In addition, You further acknowledge and agree that you will be solely responsible for any decision to opt-in to receive the nonprofit organization's marketing and/or newsletter materials.

b. Indemnification and Release. In addition to those terms in Section 9, you agree to indemnify and hold Canary Yellow, its parent, subsidiary, and affiliated entities and its and their officers, directors, agents, employees and representatives ("Released Parties") harmless from and against any actual or prospective loss, damage, liability, claim, demand, suit, cost and expense (including reasonable attorney fees), arising out of or relating to from any and all manner of action, claim or cause of action or suit, at law or in equity, which You may have against the Released Parties, or any of them, known or unknown, disclosed or undisclosed, which arise out of or relate in any way to a dispute with nonprofit organization (including its partners and third-party providers) featured on this Site. You agree that no joint venture, partnership, employment, or other agency relationship exists between you and Canary Yellow as a result of this Donation Policy, or your use of the Site.

9. Legal Terms

a. Indemnification. You agree to indemnify, defend and hold harmless us from and against any and all Claims which may arise out of or are in any way connected with your access, visitation and/or use of the Service, your Content, unauthorized use of Content or Products obtained on or through the Service, breach or alleged breach of the Agreement, or from any of your acts or omissions in connection with the Service.

b. Disclaimer of Warranty and Limitation of Liability.

YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICE, CONTENT AND ANY PRODUCTS AT YOUR OWN RISK. THE SERVICE, CONTENT AND PRODUCTS ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND WE DO NOT MAKE, AND WE HEREBY EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE,

MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY PRODUCTS, CONTENT CONTAINED THEREIN OR PROVIDED BY US, OR THE SERVICE. WE DO NOT REPRESENT, WARRANT, COVENANT OR GUARANTEE THAT ACCESS TO ANY PRODUCT, CONTENT, THE SERVICE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT OR PRODUCTS, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND WE WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE. WE FURTHER DO NOT REPRESENT, WARRANT, COVENANT OR GUARANTEE THAT ALL PORTIONS OF THE SERVICE, THE SERVICE AS A WHOLE, OR ANY CONTENT OR PRODUCTS CAN BE ACCESSED VIA ALL DEVICES, OR VIA ALL CARRIERS AND SERVICE PLANS OR IS AVAILABLE IN ALL GEOGRAPHIC LOCATIONS.

WE ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED PRODUCTS, CONTENT, PORTIONS OF THE SERVICE, OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, HUMAN ERROR, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S DEVICE OR ACCESS PROVIDER, INSUFFICIENT SPACE ON USER'S DEVICE OR ACCOUNT/PROFILE, OR ANY OTHER CAUSE OR COMBINATION THEREOF.

WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED OR ARISING OUT OF THE AGREEMENT, THE SERVICE, CONTENT, THE SALE, PURCHASE, RECEIPT, USE OR MISUSE OF ANY PRODUCT, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE SERVICE OR ANY CONTENT OR PRODUCT, INCLUDING DAMAGE TO YOUR DEVICE, OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, CONTENT OR PRODUCTS, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE SERVICE, CONTENT OR ANY OF THE PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE ONE MONTH PERIOD IN WHICH THE CLAIM AROSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGREEMENT IS NOT SUBJECT TO THE LAWS OF SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

c. Termination or Suspension.

i. We reserve the right, in addition to our other remedies, to terminate, discontinue, suspend and/or restrict the Service, your account/profile, your ability to access, visit

and/or use the Service or any portion thereof (including any Product or Content), and/or the Agreement, including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice. In the event of any termination or discontinuation of your account/profile, your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or the Agreement, we reserve the right, in addition to our other remedies, to reassign, and/or allow another user to use, your account/profile credentials, including without limitation any password and/or User ID.

ii. Even if the Service, your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or the Agreement is terminated, discontinued, suspended or restricted, by you or by us, we have no obligation to (but we may in our discretion) remove any Content, and therefore copies of all information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service, may be retained and/or remain viewable by us, Third Party Providers and/or other third parties, including other users. Nevertheless, we have no obligation to retain, store, or provide you with any information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service.

iii. All provisions of the Agreement shall survive the termination or expiration of the Agreement, your relationship with us, and/or your account/profile, including without limitations the provisions of Section 9.g below.

d. Communications to You.

i. The communications between you and us usually use electronic means, whether you access, visit or use the Service, send us messages, or whether we post notices on the Service or communicate with you via messaging. For contractual purposes, you (a) consent to receive communications from us in electronic form; and (b) agree that all notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and do business electronically, and your agreement to do so applies to all of your interactions and transactions with us.

ii. You understand and agree that joining the Service or accessing Content or a Product available on or through the Service may include receiving certain communications from us, such as transactional or relationship messages, and/or messages about your account/profile, and that these communications are considered part of your account/profile and you may not be able to opt out of receiving them without ceasing to be a registered user of the Service, Content or Product.

e. Third Party Providers: CERTAIN THIRD PARTY PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THE AGREEMENT WHEN USING THE SERVICE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF THIRD PARTY PROVIDERS. We have agreements with some of these Third Party Providers that require us to make certain disclosures and pass along certain responsibilities to you. For such Third Party Providers, you specifically acknowledge and agree that: (i) the

Agreement is between us and you; the Third Party Providers are not parties to the Agreement; (ii) the Third Party Providers and their parent, subsidiaries and affiliates are intended third party beneficiaries of the Agreement and upon your acceptance of the terms and conditions of the Agreement, the Third Party Providers will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you; (iii) any license(s) granted to you hereunder by a Third Party Provider in connection with the Service, Content or Product is limited to a non-transferable license to use the Service or such Content or Product on the particular Device authorized by the applicable Third Party Provider that you own or control and as permitted by such Third Party Provider's applicable usage rules; (iv) Third Party Providers have no obligation whatsoever in connection with the functionality or Content of the Service, or to furnish any maintenance or support services with respect to the Service; (v) in the event of any failure of a portion of the Service, Content or Product provided by a Third Party Provider to conform to any applicable warranty, you may be able to notify the applicable Third Party Provider to receive a refund of all or part of the amount you paid for the applicable portion of the Service, Content or Product if any (to the maximum amount permitted by applicable law, Third Party Providers will have no other warranty obligation whatsoever with respect to the Service, Content or Products); (vi) Third Party Providers reserve the right to audit possible unauthorized commercial use of its Content or Products at any time; and (vii) Third Party Providers are not responsible for addressing any Claims by you or a third party relating to any portion of the Service, Content or Products not provided by such Third Party Provider or your possession, access, visitation and/or use of the same, including without limitation (a) product liability Claims; (b) any Claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) Claims arising under consumer protection or similar legislation; and (vii) in the event of any Claim that any portion of the Service, Content or Products not provided by such Third Party Provider or your possession, access, visitation and/or use of the same, infringes such third party's intellectual property rights, Third Party Providers are not responsible for the investigation, defense, settlement and/or discharge of such Claim.

f. U.S Based Service. The Service is based in the United States. It is not designed, customized or intended for, or directed to, any other country. Those who choose to access, visit and/or use the Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. We make no representation, warranty, covenant or guarantee that the Service or any Products are appropriate, available, or legal in any particular geographic location.

g. Arbitration, Waiver of Class Action Suits, and Dispute Resolution. THIS SECTION 8 SHOULD BE BROADLY CONSTRUED TO COVER ANY CLAIM RELATING TO ANY ASPECT OF YOUR RELATIONSHIP WITH US, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM ARISING OUT OF OR RELATED TO THE AGREEMENT.

i. You agree that in the event you have any Claim against us, you will first contact us and make a good faith sustained effort to resolve the Claim before resorting to more formal means of resolution, including without limitation arbitration or any court action. You may contact us through the means described on the Service, if available (for example, in the "Contact Us" section), or if no such means are specified, contact our Privacy Policy Coordinator at privacy@canary---yellow.com as described in our **PRIVACY POLICY AND COOKIE STATEMENT**.

ii. IN THE EVENT ANY CLAIM CANNOT BE INFORMALLY RESOLVED, YOU AND WE AGREE TO ARBITRATE ALL CLAIMS ON AN INDIVIDUAL BASIS IN ACCORDANCE WITH THE

TERMS OF THE ARBITRATION PROVISIONS OF THIS AGREEMENT, RATHER THAN LITIGATE THE CLAIM IN COURT, EXCEPT FOR THE CLAIMS EXCLUDED FROM ARBITRATION LISTED BELOW IN PARAGRAPH 9.h.v. ARBITRATION MEANS YOU WILL HAVE A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. BY ENTERING INTO THIS AGREEMENT, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY FOR ALL CLAIMS, EXCEPT FOR THE CLAIMS EXCLUDED FROM ARBITRATION LISTED BELOW IN PARAGRAPH 9.h.v.

iii. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules. For more information about the AAA and the arbitration process, please visit the AAA website at www.adr.org.

iv. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, except as follows: if your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA.

v. All issues are for the arbitrator to decide, except those issues relating to the scope, application, and enforceability of this arbitration provision are for the court to decide.

vi. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. The laws of the United States, State of New York, without regard to any principles of conflict of laws, applies to any arbitration under this section.

vii. Unless you and we agree otherwise, any in-person hearings for the arbitration shall take place either in your county of principal residence or New York, New York.

viii. The arbitrator’s ruling is binding and may be entered as a judgment in any court of competent jurisdiction.

ix. As indicated above in Section 9.g, this Agreement to Arbitrate shall survive any termination of the Agreement, including any termination of your relationship with us.

h. Restrictions On Claims.

i. AN ARBITRATION OF ANY CLAIM SUBJECT TO THIS ARBITRATION PROVISION MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO SUCH CLAIM, OTHERWISE, THE CLAIM IS BARRED AND THE RIGHT TO PURSUE SUCH CLAIM IS WAIVED.

ii. BY ENTERING INTO THIS AGREEMENT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION IN COURT OR A CLASS ARBITRATION. ALL PARTIES MUST BE INDIVIDUALLY NAMED. TO THE FULL EXTENT PERMITTED BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED IN COURT ON A CLASS ACTION OR CONSOLIDATED BASIS ON BEHALF OF OTHER USERS, SUBSCRIBERS, REGISTRANTS OR OTHER PERSONS SIMILARLY SITUATED, OR BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL).

iii. AS STATED MORE FULLY IN SECTION 9.b ABOVE, ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY CLAIM WITH US.

iv. WE AND YOU AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION (“EXCLUDED CLAIMS”): (1) ANY CLAIM FILED BY YOU OR US IN SMALL CLAIMS COURT WHERE THE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF SUCH COURT; AND (2) ANY CLAIM REGARDING ANY PARTY’S INTELLECTUAL PROPERTY RIGHTS.

v. You further agree that for Excluded Claims and other Claims in which arbitration is denied:

- 1.** the restrictions set forth in Section 9.h above shall apply;
- 2.** regardless of where you access, visit and/or use the Service, such Claims shall be governed and construed in accordance with the laws of the United States, State of New York, without regard to any principles of conflict of laws; and
- 3.** will be resolved exclusively by a state or federal court located in New York, New York, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non-conveniens. Should there be a conflict between the laws of New York, and any other laws, the conflict will be resolved in favor of New York law.

vi. If for any reason an arbitrator or court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be invalid or unenforceable, that provision or portion will be enforced to the maximum extent permissible so as to give effect the intent of the parties, and the remainder of the Agreement will continue to be valid and enforceable in full force and effect.

vii. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION AND CLASS ACTION WAIVER, YOU MUST NOTIFY US IN WRITING BY CONTACTING US AT THE ADDRESS BELOW WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST PURCHASE, SUBSCRIBE TO, OR REGISTER FOR THE APPLICABLE PRODUCT OR OTHERWISE ACCESS, VISIT AND/OR USE THE SERVICE. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE: (1) YOUR FULL NAME AND ADDRESS; (2) THE NAME OF THE SERVICE OR PRODUCT YOU ACCESSED, VISITED AND/OR USED; AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE CLAIMS WITH US THROUGH ARBITRATION AND YOU DO NOT WAIVE YOUR RIGHT TO BRING A CLASS ACTION IN COURT. YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR YOUR USE OF THE SERVICE OR PRODUCT. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER, YOU DO NOT NEED TO DO SO AGAIN.

10. General.

a. We reserve the right to post, from time to time, additional rules that apply to certain portions of the Service, or the Service as a whole. Such additional rules will be posted in the relevant portions of the Service, and are hereby incorporated into the Agreement by this reference. Your continued access, visitation and/or use of the Service constitutes your agreement to comply with these additional rules.

b. The rules, restrictions, limitations, terms and conditions that apply to the Service, whether listed in this Terms of Use and **PRIVACY POLICY AND COOKIE STATEMENT**, posted at various points in the Service, or otherwise communicated to you, constitutes the Agreement and entire understanding between the parties, and supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof. Unless explicitly stated in writing by us, any new or additional features, functionality, Products or Content that augment or enhance the Service, including the release of updates or upgrades thereto, shall be subject to the terms and conditions of the Agreement.

c. Any delay or failure by us to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing, signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

d. We may sub-license, transfer, sell or assign the Agreement, and/or any of our purported obligations hereunder, at any time to any person or entity, with or without notice. You may not sub-license, transfer, sell, or assign the Agreement at any time to any person or entity, and any attempt to do so will be null and void.

11. Definitions.

As used in this Agreement, the following terms have the following meanings:

a. "Agreement" means all rules, restrictions, limitations, terms and/or conditions that apply to the Service, whether listed in this Terms of Use, the **PRIVACY POLICY AND COOKIE STATEMENT**, or posted at various points in the Service, or otherwise communicated to users of the Service.

b. "Claim" means any and all claims, disputes, demands, proceedings, cause of action, judgments, damages, liabilities, losses, costs or expense (including, but not limited to reasonable attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory.

c. "Content" means all text, articles, photographs, images, graphics, illustrations, creative, copy, artwork, video, audio, music, podcasts, ringtones, games, trademarks, trade names, service marks, and other brand identifiers, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas, indexes, registries, repositories, and all other content, information, and materials available on or through the Service, whether posted,

uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, and/or service providers, or by you, and/or other users or third parties, including any such Content uploaded manually or bookmarked by you and/or other users.

d. "Device" means any computer, tablet, mobile phone, television, or any other device capable of accessing the Service.

e. "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, Device, or household, as further described in Section 2.a of our **PRIVACY POLICY AND COOKIE STATEMENT**. Anonymous, de-identified, or aggregate information is not Personal Information as used herein.

f. "Product" means any merchandise, item, product and/or service, including without limitation Content, contests and surveys, magazines and other publications that may be featured, mentioned, reviewed, described, auctioned, given away, rented, sold, distributed, or otherwise available on or through the Service, either by us or third parties.

g. "Service" means each website, mobile site, application, email/text/SMS campaign, event, and/or other activity, offering, or publication (regardless of how distributed, transmitted, published, or broadcast) provided by us that links to, or references, this document, including without limitation all Content, features and functionality thereof, such as widgets, plug-ins, and embeddable players.

h. "Third Party Providers" mean any third party unaffiliated with us that play a role in providing the Service and Products and enabling you to acquire, access, visit and/or use the Service and Products via your Device, including without limitation equipment, hardware and software manufacturers and providers, telephone, mobile, wireless, cable, and Internet network providers and carriers, sellers or providers of technology or Products, as well as vendors, service providers and others we retain to host, run, track, and otherwise administer portions of the Service.

i. "We", "Us" "Our" and "Canary Yellow", whether capitalized or not, means Canary Yellow LLC ("Canary Yellow"), a Delaware limited liability company, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns.

j. "You" or "Your", whether capitalized or not, means all those who access, visit and/or use the Service, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind that harvest, crawl, index, scrape, spider, or mine digital content by an automated or manual process or otherwise. "You" and "Your" also includes your administrators, executors, successors and assigns.

If you don't agree to the terms contained in this Terms of Use, you must immediately exit the Service.

PRIVACY POLICY AND COOKIE STATEMENT

Last Revised: July 7, 2020.

1. Introduction.

This Privacy Policy and **CANARY YELLOW COOKIE POLICY** (“Privacy Policy”) explains how Canary Yellow processes Personal Information in relation to the Service. This Privacy Policy does not apply to websites, apps, destinations, or other offerings that we do not own or control, even if they are linked to from the Service. All capitalized terms used in this Privacy Policy that are not otherwise defined have the meanings set forth in the Definitions.

You can access this Privacy Policy any time in the footer of the Service's home page, or as otherwise indicated depending on the Service you are using. By purchasing a Product, registering for any aspect of the Service, or otherwise accessing, visiting or using the Service, you consent and agree to be bound by the terms of this Privacy Policy. If you do not agree with the terms and conditions of this Privacy Policy, you should not access, visit and/or use the Service, or request or receive a Product. We advise that you print or retain a digital copy of this Privacy Policy for future reference.

In addition to reviewing this Privacy Policy, please also review our **TERMS OF USE** and any other terms and conditions that may be posted elsewhere in the Service or otherwise communicated to our users, because the **TERMS OF USE** and all such terms and conditions are also part of the Agreement between you and us.

This Privacy Policy may be modified from time to time, so check back often. So that you are aware changes have been made, we will adjust the “Last Revised” date at the beginning of this document. If we make a material change to this Privacy Policy, we will also post on the Service a prominent notice that a change was made. Continued access, visitation and/or use of the Service by you, or continued receipt of a Product, will constitute your acceptance of any changes or revisions to the Privacy Policy.

2. Categories of Personal Information Acquired About You.

Depending on the circumstances and which Service you use, we may collect, obtain or otherwise acquire the following types of Personal Information about you, and we make and retain inferences drawn from such information:

- a. Identifiers, such as your name, signature, postal address, zip code, email address, telephone number, unique online identifier, IP address, User ID, and Device ID.
- b. Certain characteristics, such as gender, marital status, nationality, and country of origin, that are protected by applicable law.
- c. Commercial information, such as purchase history.
- d. Internet or other electronic network activity information, such as website or app activity data, call logs, text messages, and emails.
- e. Geolocation data, such as the precise physical location of your Device.
- f. Audio, electronic, visual, thermal, olfactory, or similar information, such as voice recordings, video recordings, physical characteristics or description, and photos.

- g. While we generally do not obtain other Personal Information that is often considered “highly sensitive,” such as biometric information (e.g., fingerprints, facial recognition images), financial account information (e.g., bank account, credit, debit or other payment card numbers or other financial information), government issued identification numbers (e.g., social security number, drivers’ license number, passport number, or state identification card number), insurance policy number, or medical, health or insurance related information, we may do so when such Personal Information is necessary to offer you certain services.

Nothing in this Privacy Policy addresses, or should be read to limit or restrict, how we collect, use or process anonymous, de-identified, or aggregate information.

3. **How We Acquire Personal Information.**

- a. Personal Information You Provide. We often receive Personal Information because you provide it to us. For instance, when you enter a contest, complete a survey, purchase a Product, or register and/or set up an account/profile or attend a conference or event, you may be provided, or required to choose, a password and/or User ID, and you may provide a credit, debit, or payment account number, or other payment information, as well as your name, telephone number(s), email and/or street address. Other Personal Information such as your age, gender, and preferences may also be requested. In addition, we may acquire your Personal Information when you contact us by telephone, postal mail, social media interaction or messaging (e.g., email, SMS, MMS, or similar technologies).

- b. Personal Information Automatically Collected. The Service also automatically collects certain information, some of which may be deemed Personal Information. The information collected may include, without limitation, information about your Device, such as the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier) and geographic location of you and/or your Device, as well as date/time stamp, IP address, webpages visited and actions taken on webpages, time of visits, Content viewed, ads viewed, the site(s), application(s), destination(s), and/or service(s) you arrived from, and other clickstream data. The Service may collect such information even if the Service is not open on your Device or you’re not logged in. See Section 6 for more information on cookies and other technologies used to automatically collect information on or through the Service.

- c. Personal Information Acquired Elsewhere. We may also acquire your Personal Information offline, from third parties, or otherwise outside of the Service. For example, we may purchase or otherwise acquire Personal Information from third party consumer data suppliers/ resellers, data enrichment providers and aggregators, business contact databases, government entities, and our affiliates.

- d. Social Network Integration. If you choose to access, visit and/or use any third party social networking service(s) that may be integrated with the Service, we may receive Personal Information that has been made available to those services, including Personal Information about your contacts on those services. For example, some social networking services allow you to push Content from our Service to your contacts or to pull information about your contacts so you can connect with them on or through our Service. Some social

networking services also will facilitate your registration for our Service or enhance or personalize your experience on our Service. You should make sure you are comfortable with your Personal Information the third party social networking services may make available to us by visiting those services' privacy policies and/or modifying your privacy settings directly with those services. We treat Personal Information that we receive through third-party social networking services in the same ways as all of your Personal Information we receive through our Service (as described in Section 4 below).

e. **Be Careful Publicly Posting Personal Information.** Please be aware that Content and Personal Information that you disclose in publicly accessible portions of the Service may be available to other users, and may also be made available outside the Service by third parties, so you should be mindful of all Personal Information, especially sensitive Personal Information, that you may wish to post.

4. How We Use Your Personal Information.

a. **Processing Your Requests.** We use your Personal Information to process your request for Content, to process your attendance at an event or conference, and/or to process your request for Product(s). For example, if you subscribe to any of our Products we may use your e-mail address to send you a confirmation notice and your mailing address to send you the Product. Similarly, if you enter a contest, we will use your Personal Information to notify you if you are a winner. If you enter a contest or submit Content to us (e.g., a "letter to our editors" or online review or comment), we may also publish your name, screen name, home town and other Personal Information you have provided to us.

b. **Administering the Service.** We also use and share your Personal Information for any lawful purpose in connection with administering the Service, including without limitation for customer service, to help diagnose problems with servers, to improve Products that we offer by tailoring them to perceived preferences, to gather broad demographic information, to analyze trends, to seek compatible advertisers, sponsors, clients and customers, and to track users' movements around the Service and elsewhere on the web or across apps and/ devices. Your geolocation data may specifically be used to show you Content (including advertising and sponsored messaging) based on geographic location.

c. **Access by Third Parties.**

i. ***Service Providers.*** We allow access to your Personal Information by Service Providers that perform services for us, but only for the purpose of and to the extent necessary to perform those services. For example, Service Providers help us with technical maintenance, market research, community and forums management, auctions, e-commerce, personal/job search, list rental, data coop management, and other advertising functionality, including OBA (as defined in Section 7 below), as well as credit/debit card or other payment processing, order fulfillment, credit pre-authorization, and address verification. While we may seek to require Service Providers to follow appropriate privacy policies and will not authorize them to use your Personal Information except for the express purpose for which it is provided, we do not bear any responsibility for any actions or policies of third parties.

ii. *Third Party Businesses.* There are also times when you provide Personal Information to us in areas of the Service that may be managed or participated in by one or more Third Party Business(es). Moreover, we rent, sell, share, and transfer Personal Information to (i) list buyers who market their goods and services; (ii) our advertising, marketing and sponsorship clients to market their goods and services; (iii) “data coops”, which are pooled databases containing the customer information of multiple publishers to enable the marketing use of such customer information by participating publishers; and (iv) consumer data suppliers/resellers, data enrichment providers and aggregators, and other entities in the online behavioral advertising ecosystem for purposes of OBA (as described in Section 7 below), data optimization, lead generation, and other data driven projects. In all such cases, the Personal Information may be used by us and by such Third Party Business(es) for their own purposes, each pursuant to its own policies. While we may seek to require Third Party Businesses to follow appropriate privacy policies, we do not bear any responsibility for any actions or policies of third parties.

iii. *Related Entities.* We share your Personal Information with our parent, subsidiaries, affiliates and other related entities, and our advisors, including lawyers, consultants, accountants, and others, for all purposes described in this Section 4.

iv. *Categories of Third Parties.* For the sake of clarity, here is a list of recipients to whom we disclose Personal Information:

1. Service Providers, as described in Section 4.c.i above;
2. Third Party Businesses, as described in Section 4.c.ii above;
3. Related Entities, as described in Section 4.c.iii above;
4. Governmental and law enforcement officials, or parties to legal proceedings, as described in Section 4.e below.
5. Persons involved in an acquisition of our business or assets, as described in Section 4.g below.

d. Marketing Communications. We may also use your Personal Information to communicate with you about new features, events or Products offered by us and Third Party Businesses, including our advertising, marketing and sponsorship clients.

e. Health, Safety, and Legal Requests. We may access, use, and share with others your Personal Information for purposes of health, safety and other matters in the public interest. We may also provide access to your Personal Information in order to cooperate with official investigations or legal proceedings brought by or otherwise involving governmental and/or law enforcement officials, as well as private parties, including, for example, in response to subpoenas, search warrants, court orders, or other legal process. We may also use Personal Information to protect our rights and property and those of our agents, customers, and others including to enforce our agreements, policies, and terms of use.

f. Employment Opportunities. If you provide your Personal Information to us in connection with an employment inquiry, we will use your Personal Information to evaluate your job application, and for related recruiting, reporting and recordkeeping purposes. We may maintain your Personal Information on file, whether we hire you or not, to administer your

relationship with us and/or for job applicant related reporting and recordkeeping for as long as required or permitted by law.

g. Transfer or Sale of Our Business. As our business changes, we may buy or sell various assets owned or controlled by us. In the event all or a portion of the assets are sold, assigned, transferred or acquired by another company due to merger, divestiture, restructuring, reorganization, dissolution, financing, acquisition, bankruptcy or otherwise, your Personal Information may be among the transferred assets.

h. Combining Information. We may merge, co-mingle, or otherwise combine information, including Personal Information, in furtherance of the purposes above.

5. Opt-Out of Marketing; How to Update Your Personal Information.

a. How to Opt-Out of Sharing for Marketing. California residents, see Section 10.a below. For all others, if you do not wish to have Personal Information such as your name, email address, postal address or phone number shared with third parties for their marketing purposes, contact our Privacy Policy Coordinator by email at privacy@canary---yellow.com or as described at the end of this document. But note that, in order for us to properly administer the Service, we must continue to share your Personal Information with Service Providers as described in Section 4.c.i above (if you object to such sharing, you should not use the Service).

b. How to Opt-Out of Marketing Messages from Us. If you do not wish to receive future marketing or other commercial messages from us, simply follow the unsubscribe instructions contained within the message you receive. But note that you may continue to receive certain communications from us that are necessary for the Service, such as renewal notifications, invoices, technical notices, updates, security alerts, and support and administrative service bulletins.

c. How to Update Your Personal Information. If you have registered or created an account on any part of the Service, please use the mechanism or contact information on the Service that allows you to change or update your member preferences, if available, to keep all such Personal Information accurate and up-to-date. If no such mechanism or contact information is available on the Service, contact our Privacy Policy Coordinator with your changes by email to privacy@canary---yellow.com , or as described at the end of this document.

6. Cookies and Related Technologies; Do Not Track.

a. Cookies/Local Device Storage. The Service will at times place and/or store code or other types of information and/or software on your Device or within your browser, such as cookies (including flash cookies), locally shared objects, and HTML5 (collectively, "Local Device Storage"). We and Third Party Businesses may independently use Local Device Storage in connection with the Service in a way that collects Personal Information for the purposes described in the respective privacy policies, including without limitation to determine whether you have seen a particular advertisement before on the same or different Device and to otherwise control and tailor the display of ads to you based on your preferences, to track the movements of individual users through the Service and elsewhere on the web or across apps,

devices, and geographic locations, to help diagnose problems with servers, to gather broad demographic information, to conduct research, to deliver editorial Content, to record registration and personalization information, and to otherwise administer the Service. For example, if you register on any part of the Service and are given the option to save your user name and password, we may provide this convenience to you via Local Device Storage.

b. You May Disable Local Device Storage. If you do not want Local Device Storage, your Device or browser may include an option that allows you to not accept it. However, if you disable Local Device Storage, some portions of the Service may not function properly.

c. Tracking Technologies. In addition to Local Device Storage, we may use web beacons, web bugs, internet or pixel tags, clear gifs, digital fingerprinting (aka "Machine Identification") and similar technologies (collectively, together with Local Device Storage, the "Tracking Technologies") on the Service, including in our communications with you, such as within e-mail and text messages and push notifications. We and Third Party Businesses use Tracking Technologies to determine which messages have been opened by recipients, and for all or some of the same lawful purposes described above for use of Local Device Storage.

d. Do Not Track (DNT). Your browser setting may allow you to automatically transmit a "Do Not Track" (DNT) signal to websites and online services that you visit. There is no consensus among industry participants as to what DNT means in this context, and some browsers automatically apply DNT signals by default and therefore do not necessarily reflect our visitors' choice as to whether they wish to receive advertisements tailored to their interests. As a result, like many websites and online services, we do not alter our practices when the Service receives a DNT signal from a visitor's browser. As discussed below, you may opt out of the use of your Personal Information for online behavioral advertising by third parties at any time.

7. Online Behavioral Advertising (OBA) and How to Opt-Out of OBA

a. How OBA Works. We and our Service Providers, as well as Third Party Businesses, use Tracking Technologies on the Service for purposes of "online behavioral advertising" (OBA). OBA allows the serving of advertisements tailored to perceived interests inferred by your browsing on the Service and on other sites, applications, destinations, and services, using the same or a different Device. To enable OBA, we (and our Service Providers on our behalf), as well as Third Party Businesses, independently use Tracking Technologies to collect certain information, some of which may be deemed Personal Information, including for example the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier, online identifier) and geographic location of your Device, as well as date/time stamp, IP address, pages visited, time of visits, Content viewed, ads viewed, the site(s), application(s), destination(s), and/or service(s) you arrived from, and other clickstream data. The use of Tracking Technologies by Third Party Businesses is subject to their own privacy policies, not this Privacy Policy, and we have no responsibility or liability in connection therewith.

b. Opt-Out of OBA. If you do not want OBA, you may be able to opt-out by visiting <http://www.aboutads.info>, <http://www.networkadvertising.org>,

www.youronlinechoices.com/uk/ and/or by clicking the “Ad Choices” icon that appears in advertising served through OBA. Please note that the option to opt-out applies only to tracking by Third Party Businesses across this Service and other sites, applications, destinations, and services, and not tracking among pages within the Service itself. Residents of the European Economic Area (EEA) have additional options as described below in Section 11 to exercise choices with respect to OBA. Residents of California have additional options as described below in Section 10.a to exercise choice with respect to OBA.

8. Transfer of Your Personal Information Among Jurisdictions.

The Service is based in the United States. Your Personal Information may be processed, transferred to, and maintained on, servers and databases located within the U.S. and elsewhere where the privacy laws may not be as protective as your jurisdiction. We reserve the right to transfer your Personal Information to and from any state, province, country or other governmental jurisdiction. Your consent to this Privacy Policy followed by your submission or our collection of such Personal Information represents your agreement to any such transfer.

9. Information Security and Notification.

a. Security Measures. We take reasonable security measures to protect against unauthorized access to, or unauthorized alteration, disclosure or destruction of, Personal Information.

b. No Liability for Breach. Because no data transmission is completely secure, and no system of physical or electronic security is impenetrable, we cannot guarantee the security of your Personal Information or the security of servers, networks or databases, and by using the Service you agree to assume all risk in connection with your Personal Information. We are not responsible for any loss of such Personal Information or the consequences thereof.

c. Breach Notification. In the event that we believe the security of your Personal Information in our possession or control may have been compromised, we may seek to notify you. If notification is appropriate, we may notify you by e-mail, push notification, or otherwise.

10. Notice to California Customers – Your Privacy Rights.

a. Consumer Privacy. The California Consumer Privacy Act, Cal. Civ. Code §1798.100 et. seq. (“CCPA”), grants residents of California certain rights with respect to their Personal Information and requires us to provide such individuals with certain information, described in this Section 10.a.

i. California residents may exercise the following rights by contacting our Privacy Policy Coordinator by email at privacy@canary---yellow.com or phone at 310.923.7317:

- Know the ways in which we acquire, use, share, disclose and otherwise process your Personal Information;
- Know the specific pieces of your Personal Information that we hold;

- Request the deletion of your Personal Information, subject to several exceptions; and
- Not to be denied goods or services for exercising these rights

b. California residents also have the right to opt-out of the “sale” of their Personal Information. We put “sale” in quotation marks because the CCPA considers some transfers of Personal Information to third parties in exchange for value as “sales,” even if no money changes hands, such as when online identifiers, Device IDs, and other information is shared with Third Party Businesses to further their own commercial purposes such as generating profiles about individuals. California residents can exercise this right here: [Do Not Sell My Personal Information](#). If we have actual knowledge that a California resident is younger than 16, we will request opt-in consent before selling their Personal Information. Note that we can still share Personal Information with third parties if those transfers aren’t “sales,” such as with our Service Providers.

c. Depending on the circumstances and which Service you use, we have disclosed the following categories of your Personal Information for a “business purpose” (as defined in the CCPA) in the preceding twelve (12) months:

- Identifiers
- Protected characteristics
- Commercial information
- Geolocation data
- Internet or other electronic network activity information
- Financial, medical, or health insurance information
- Audio, electronic, visual, thermal, olfactory, or similar information
- Professional information
- Education information
- Inferences drawn from any of the above information categories.

d. Depending on the circumstances and which Service you use, we have “sold” (as defined in the CCPA) the following categories of your Personal Information in the preceding twelve (12) months:

- Identifiers
- Protected characteristics
- Commercial information
- Geolocation data
- Internet or other electronic network activity information
- Inferences drawn from any of the above information categories, along with the following categories: (i) financial, medical, or health insurance information; (ii) audio, electronic, visual, thermal, olfactory, or similar information; (iii) professional information, and (iv) education information.

e. Shine the Light. California’s “Shine the Light” law, Civil Code Section 1798.83, gives California customers the right to prevent our disclosure of their Personal Information to third parties for those third parties’ direct marketing purposes, and requires certain businesses to respond to requests from California customers asking about the business’ practices related to disclosing Personal Information to third parties for the third parties’ direct marketing purposes.

Alternately, such businesses may have in place a policy not to disclose Personal Information of customers to third parties for the third parties' direct marketing purposes if the customer has exercised an option to opt-out of such information-sharing. We have such a policy in place. As discussed above in Section 10.a, California residents can exercise their right to opt-out here: Do Not Sell My Personal Information.

f. Online Erasure. California's "Online Erasure" law, Business and Professions Code Sections 22580-22582, requires operators of certain websites and online services to allow registered users who are under the age of 18 and residents of California to request removal of Content they post. If you fit that description and posted Content on a section of our Service that is directed to minors, you may request removal of the Content by contacting our Privacy Policy Coordinator by email privacy@canary---yellow.com or as described at the end of this document. In response to your request, we may elect to make the Content invisible to other users and the public (rather than deleting it entirely), in which case the Content may remain on servers we control and/or may be publicly available elsewhere if a third party copied and reposted the Content.

11. Notice to Residents of the European Economic Area (EEA)

a. Purposes of Processing. As explained in Section 4 above, we process your Personal Information to process your requests, to administer the Service, facilitate access by Service Providers, Third Party Businesses, and Related Entities, make marketing communications, facilitate health, safety and legal requests, respond to your requests in connection with employment opportunities, transfer or sell our business, and to combine data sets. As explained in Sections 4 - 7, we may also use, transfer and otherwise process Personal Information acquired from you directly or by use of Tracking Technologies, for marketing purposes, including to serve you with Online Behavioral Advertising (OBA).

b. Legal Basis for Processing. We serve you with OBA with your consent, and you have the right to withdraw consent at any time as described in Section 7.b above by contacting our Privacy Policy Coordinator by email at privacy@canary---yellow.com or as described at the end of this document. We rely on the legitimate interest basis of processing for the other activities described in Section 11.a above because processing Personal Information is necessary to provide you with our Products and to respond to your requests, our activities are reasonably expected by our visitors, and those activities do not unduly and negatively affect the privacy rights of our visitors. When you make a purchase, enter a sweepstakes, sign-up to attend an event or conference, or engage in another type of transaction with us, we may process your Personal Information to fulfill that contract.

c. Transfers. As described in Section 8 above, your Personal Information may be processed in or transferred to the U.S. or elsewhere in the world. We will ensure that transfers of Personal Information to a third country or an international organization are subject to appropriate safeguards.

d. Individual Rights. If you are a resident of the EEA, you are entitled to the following rights. Contact our Privacy Policy Coordinator to exercise these rights by email at

privacy@canary---yellow.com or as described at the end of this document. Please note: In order to verify your identity, we may require you to provide us with Personal Information prior to accessing any records about you.

i. Right to access and rectify your Personal Information. You have the right to obtain information about our processing of your Personal Information and a copy of your Personal Information that we store. You have the right to request that we update your Personal Information if it is inaccurate or incomplete.

ii. Right to request erasure of your Personal Information. You have the right to have your Personal Information erased from our systems if the Personal Information is no longer necessary for the purpose for which it was collected or you withdraw consent and no other legal basis for processing exists.

iii. Right to restrict our processing of your Personal Information. You have the right to restrict our processing if you contest the accuracy of the Personal Information we store about you, our processing is deemed unlawful and you oppose erasure of your Personal Information, or we no longer need the Personal Information for the purposes for which we collected it but we must store it to comply with our legal obligations.

iv. Right to portability of your Personal Information. You have the right to receive your Personal Information and to transmit it to another controller where our processing is based on consent you gave us and was carried out by automated means.

v. Right to object to our processing of your Personal Information. You have the right to object to our processing where we process Personal Information based on legitimate interest.

vi. Right to lodge a complaint. You have the right to lodge a complaint about our collection and processing of your Personal Information to your Data Protection Authority. Contact details for Data Protection Authorities are available at http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.

e. EEA Representative. If you are a Data Protection Authority in the EEA with questions about this policy or the Service, please contact us directly by contacting our Privacy Policy Coordinator by email at privacy@canary---yellow.com or as described in Section 11 below. Alternatively, you can contact our EEA Representative at the following address, who will forward your correspondence to us:

EEA GDPR Representative
Canary Yellow, LLC
913 N. Market Street, Suite 200
Wilmington, DE 19801

Note: If you do not represent a Data Protection Authority in the EEA, please do not use the address above, but instead direct your question(s) to our Privacy Policy Coordinator by email at privacy@canary---yellow.com or as described immediately below.

12. Privacy Policy Coordinator.

If you have any concerns or questions about any aspect of this policy, please feel free to contact our Privacy Policy Coordinator by email at privacy@canary---yellow.com or as follows:

Privacy Policy Coordinator
Canary Yellow, LLC
913 N. Market Street, Suite 200
Wilmington, DE 19801

Make sure to include enough information for us to help you, including for example your name, contact information, and the specific website, mobile site, application, and/or other service you're contacting us about.

Note: Only inquiries about this policy or your Personal Information should be sent to the Privacy Policy Coordinator. No other communications will be accepted or responded to.

For communications on other matters, please contact us through the means described on the Service, if available (for example, in the "Contact Us" section).

13. **Definitions.**

As used in this Terms of Use, the following terms have the following meanings:

a. "Agreement" means all rules, restrictions, limitations, terms and/or conditions that apply to the Service, whether listed in this Privacy Policy, the **TERMS OF USE**, or posted at various points in the Service, or otherwise communicated to users of the Service.

b. "Content" means all text, articles, photographs, images, graphics, illustrations, creative, copy, artwork, video, audio, music, podcasts, ringtones, games, trademarks, trade names, service marks, and other brand identifiers, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas, indexes, registries, repositories, and all other content, information, and materials available on or through the Service, whether posted, uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, and/or service providers, or by you, and/or other users or third parties, including any such Content uploaded manually or bookmarked by you and/or other users.

c. "Device" means any computer, tablet, mobile phone, television, or any other device capable of accessing the Service.

d. "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, Device, or household, as further described in Section 2.a of the Privacy Policy. Anonymous, de-identified, or aggregate information is not Personal Information as used herein.

e. "Product" means any merchandise, item, product and/or service, including without limitation Content, contests and surveys, magazines and other publications that may be

featured, mentioned, reviewed, described, auctioned, given away, rented, sold, distributed, or otherwise available on or through the Service, either by us or third parties.

f. “Service” means each website, mobile site, application, email/text/SMS campaign, event, and/or other activity, offering, or publication (regardless of how distributed, transmitted, published, or broadcast) provided by us that links to, or references, this document, including without limitation all Content, features and functionality thereof, such as widgets, plug-ins, and embeddable players.

g. “Service Provider” has the same meaning as set forth in the CCPA, which in general means a for-profit legal entity to whom we disclose Personal Information for processing on our behalf for a “business purpose” (as defined in the CCPA) pursuant to a written contract.

h. “Third Party Business” means any third party unaffiliated with us to whom we disclose Personal Information for their own purposes, including without limitation our advertising, marketing and sponsorship clients, list buyers, data coops, consumer data suppliers/resellers, data enrichment providers and aggregators, and other entities in the online behavioral advertising ecosystem.

i. “We”, “Us” “Our” and “Canary Yellow”, whether capitalized or not, means Canary Yellow LLC (“Canary Yellow”), a Delaware corporation, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns.

j. “You” or “Your”, whether capitalized or not, means all those who access, visit and/or use the Service, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind that harvest, crawl, index, scrape, spider, or mine digital content by an automated or manual process or otherwise. “You” and “Your” also includes your administrators, executors, successors and assigns.

If you don't agree to the terms contained in this Terms of Use, you must immediately exit the Service.

CANARY YELLOW COOKIE POLICY

This policy outlines what cookies and similar tracking technologies our websites use, how we use them and information on how to opt out of these cookies if you wish to do so.

What are cookies?

Cookies and similar tracking technologies, such as tags, scripts and beacons, are small pieces of code (referred to as cookies hereafter) that are stored on a device (computer, mobile phone, tablet etc.) and enable a website to "personalize" itself to users by remembering information about the user's visit to the website.

Cookies are used to collect information, where available, about your device, your IP address, operating system and browser type and how you have interacted with our websites.

While cookies are used to identify users and devices, they only ever collect non-personal information such as IP addresses and device IDs. If the data cookies collect are ever merged with any other information with which you have provided us, such as email addresses, these are anonymized in such a way that identification to actual people is impossible.

Why do we use them?

Our websites use cookies to:

- Store any preferences you have made and display content to you in a more personalized way
- Gain insight into the nature of our audience so we can tailor our content accordingly

We have a legitimate interest to use cookies so that we can show you adverts we believe you might be interested in, to control the number of times you see an advert and to measure the effectiveness of a campaign. We advertise on our site and in our newsletters to help keep the content free for our audiences.

Per-session cookies:

We only use these while you are visiting our website and they are deleted when you leave. They remember you as you move between pages, for example recording the items you add to an online shopping basket. They also help maintain security.

Persistent cookies:

These cookies stay on your computer until they expire or are deleted. We set automatic deletion dates so that we don't keep your information for longer than we need to.

First and third-party cookies:

Whether a cookie is 'first' or 'third' party refers to the website or domain placing the cookie. First party cookies in basic terms are cookies set by a website visited by the user - the website displayed in the URL window. Third party cookies are cookies that are set by a domain other than the one being visited by the user. If a user visits a website and a separate company sets a cookie through that website this would be a third-party cookie.

How to opt out of using cookies

We provide you with choice over the use of cookies as described in this policy.

Please note that our websites may not work correctly if you change certain preferences, such as disabling all cookies.

Browser Level cookie controls

Most browsers allow you to manage cookie settings. These settings can usually be found in the 'Options', 'Settings' or 'Preferences' menu of your browser. The links below are provided to help you find the settings for some common browsers.

Manage cookie settings in Chrome and Chrome Android and Chrome iOS

Manage cookie settings in Firefox

Manage cookie settings in Internet Explorer

Manage cookie settings in Microsoft Edge

Manage cookie settings in Safari and Safari iOS