**KoVue Privacy Policy & Terms of Service**

## **Who Can Use the Services**

No one under thirteen years old is allowed to create an account or use the Services. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all terms carefully.

By using the Services, you state that:

1. You can form a binding contract with Kovue;
2. You are not a person who is barred from receiving the Services under the laws of the United States or any other applicable jurisdiction–meaning that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition; and
3. You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

## **2. Rights We Grant You**

1. Kovue grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms and our usage policies, such as follows.
2. Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.
3. You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

## **3. Safety**

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that:

1. You will not use the Services for any purpose that is illegal or prohibited in these Terms.
2. You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information.
3. You will not use or develop any third-party applications that interact with the Services or other user’s content or information without our written consent.
4. You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
5. You will not use or attempt to use another user's account, username, or password without their permission.
6. You will not solicit login credentials from another user.
7. You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence.
8. You will not upload viruses or other malicious code or otherwise compromise the security of the Services.
9. You will not attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access.
10. You will not probe, scan, or test the vulnerability of our Services or any system or network.
11. You will not encourage or promote any activity that violates these Terms.

We also care about your safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. And never put yourself or others in harm's way just to connect with friends.

## **4. Data Charges and Mobile Phones**

1. You are responsible for any mobile charges that you may incur for using our Services, including text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.
2. If you change or deactivate the mobile phone number that you used to create a Kovue account, you must update your account information through Settings within 72 hours to prevent us from sending to someone else messages intended for you.

**5. Privacy Policy**

We also collect content and information that other people provide when they use our Services, including information about you, such as when they share a photo of you, send a message to you, or upload, sync or import your contact information.

1. We receive and store information about you such as:
	1. your name, email address, address or postal code, payment method and telephone number. We collect this information in a number of ways, including when you enter it while using our service, interact with our customer service, or participate in surveys or marketing promotions; and
	2. information collected when you choose to provide reviews or ratings, taste preferences, account settings, set preferences in Your Account or otherwise provide information to us through our service or elsewhere.
2. Information we collect automatically: We collect information regarding you and your use of our service, your interactions with us and our advertising, as well as information regarding your computer or other device used to access our service (such as gaming systems, smart TVs, mobile devices, and set top boxes). This information includes:
	1. your activity on the Kovue service, such as title selections, watch history and search queries;
	2. details regarding your interactions with customer service, such as the date, time and reason for contacting us, transcripts of any chat conversations, and if you call us, your phone number;
	3. device IDs or unique identifiers, device and software characteristics (such as type and configuration), connection information, statistics on page views, referral URLs, IP address and standard web log information;
	4. information collected via the use of cookies, web beacons and other technologies, including ad data (such as information on impressions delivered to a cookie, the site URL where the impression was delivered, as well as the date and time). See our Cookies and Internet Advertising section for more details.
3. Information from other sources: We might supplement the information described above with information we obtain from other sources, including from both online and offline data providers. Such supplemental information could include demographic data, interest based data, and Internet browsing behavior.

### **6. Use of Information**

We use the information we collect to provide, analyze, administer, enhance and personalize our services and marketing efforts, to process your registration, your orders and your payments, and to communicate with you on these and other topics. For example, we use the information we collect for:

1. determining your general geographic location, providing localized content, providing you with customized and personalized viewing recommendations for movies and TV shows we think will be enjoyable, determining your Internet service provider and helping us quickly and efficiently respond to inquiries and requests
2. preventing, detecting and investigating potentially prohibited or illegal activities, including fraud, and enforcing our terms (such as determining free trial eligibility);
3. analyzing and understanding our audience; improving our service (including our user interface experiences), delivery optimization, content selection, and recommendation algorithms;
4. communicating with you concerning our service (for example by email, push notifications and text messaging), so that we can send you news about Kovue, details about new features and content available on Kovue, and special offers, promotional announcements and consumer surveys, and to assist you with operational requests such as password reset requests. Please see the "Your Choices" section of this Privacy Statement to learn how to set or change your communications preferences.

**7. Video Privacy Protection**

1. Under the Amendment, Act of 1988 codified at 18 U.S.C. § 2710 2002 Kovue would be able to obtain one-time, consent from a user and then continuously disclose on every other social network owned by the user all of the movies watched by that user. Kovue would automatically post this viewing information regardless of whether users would choose to post such information themselves.
2. In addition to transferring control over the user’s information from the user to the company, the Amendment’s blanket-disclosure provision allows Kovue to profit from the association between users and products. Currently, users of social networking services such as Facebook, Instagram, Twitter must take some affirmative action, such as liking, sharing or retweeting in order to associate themselves with the product. Thus, users are able to decide on a case-by-case basis which associations they want Kovue to disclose to their friends. By automatically disclosing everything a user watches, the Amendment would simply make watching a movie the equivalent of liking it or being interested in it.
3. The benefit to companies from this blanket disclosure comes not just from the advertisements that would appear on Kovue’s left hand side of the screen whenever a user watches a movie but also from the association between a user and the product itself. Kovue repeatedly emphasizes the benefits to a company of associating that company’s brand and products with users.