

# Terms of Service

## Terms of Service

**Effective March 20<sup>th</sup>, 2024**

These Terms of Service (these “Terms”) are entered into between NotDeadline (“NotDeadline”, “us” or “we”), and you (“you” or “User”) and constitute a legally binding agreement between you and us. These Terms govern all use of notdeadline.com website and any other website owned or operated by Notdeadline (collectively, the “Website”), and all content, services and products purchased or accessed through the Website (collectively, the “Services”). You accept these Terms by using the Website or the Services. If you do not agree to these Terms, then you may not access or use the Website or the Services. Your use of the Website and the Services is also governed by NotDeadline’s Privacy Policy. The Services are available only to individuals who are at least 13 years old.

### **1. *Content on the Services***

1.1. In General. Any opinions expressed by the contributors, authors and moderators who post content to the Website are the personal opinions of the authors, not of NotDeadline, whether or not the authors are employees or contractors of NotDeadline. The Content (as defined below) is provided for informational and entertainment purposes only and is not meant to be an endorsement or representation by NotDeadline or any other party.

1.2. Ownership. The materials published and/or distributed on or through the Website, including without limitation news articles, photographs, images, illustrations, audio clips and video clips (collectively, the “Content”) is intended for your personal, noncommercial use only. Commercial use of any of the Content or the Services is strictly prohibited. The Services and the Content are protected by copyright pursuant to U.S. and international copyright laws, and are owned or controlled by NotDeadline or the party credited as the copyright owner identified in the copyright notice in the Content. Except as set forth in Section 1.3 of these Terms, you may not modify, publish, transmit, adapt, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit any of the Content in whole or in part, without the express written consent of NotDeadline or the identified copyright owner. You agree not to change or delete any proprietary notices that appear in the Content.

You may not use any NotDeadline logo or proprietary graphic or trademark without NotDeadline's express written permission. You shall abide by all additional copyright notices, information, or restrictions contained in any Content. As between you and us, title, ownership rights, and intellectual property rights in the Content and Services, and any copies or portions thereof, shall remain in NotDeadline and/or its content providers or licensors. NotDeadline reserves any rights not expressly granted in these Terms.

1.3.Limited License. Subject to your strict compliance with these Terms, NotDeadline grants you a limited, revocable, non-transferable, non-assignable and non-exclusive license to access, download (temporary storage only), display, view, use, play and/or print the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use via a standard web browser to enable display) on a personal computer, mobile phone or other wireless device, or other Internet enabled device, for your personal noncommercial use only, subject to the restrictions set forth in these Terms. The foregoing limited license (A) does not give you any ownership of, or any other intellectual property interest in, any Content, and (B) may be immediately suspended or terminated for any reason, in NotDeadline's sole discretion, and without advance notice or liability.

1.4.User Obligations. You agree not to use the Services in a manner that is contrary to applicable law or regulation, or to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content.

## ***2. User Comments***

2.1.Prohibited Actions. You are solely responsible for all information you post or submit to the Services, including without limitation any comments, forum messages, reviews, feedback, or ideas for new or improved products or services ("User Content"). You agree not to do any of the following: (A) post or transmit any libelous, defamatory, indecent, obscene, fraudulent, deceptive, abusive or pornographic User Content; (B) post or transmit any User Content that would violate any intellectual property rights, rights of privacy or publicity, or proprietary rights of others; (C) use the Services to threaten, harass, or otherwise violate the legal rights (including rights of privacy and publicity) of others; or (D) falsely purport to be an employee or agent of NotDeadline.

2.2. NotDeadline's Exclusive Right to Manage User Content. You acknowledge that any User Content may be edited, removed, deleted, modified, published, transmitted, and displayed by NotDeadline in its sole discretion and without your permission, and you waive any rights you may have (including any moral rights) in preventing the material from being altered or changed in a manner not agreeable to you. You expressly agree that we may remove, disable or restrict access to or the availability of any User Content from the Services at any time, for any reason or for no reason at all.

2.3. NotDeadline's Disclaimer of Responsibility for User Content. Notwithstanding Section 2.2, NotDeadline does not assume any responsibility or liability for any User Submissions and makes no express or implied warranty or guarantee about the accuracy, copyright compliance, legality, or any other aspect of the User Submissions. You acknowledge that NotDeadline shall not be responsible for controlling or editing any User Content, and NotDeadline has no contractual obligation to remove inappropriate or unlawful User Content. Under no circumstances will we be held liable for removing, disabling or restricting access to or the availability of User Content. NotDeadline reserves the right to treat User Content as content stored at the direction of users for which NotDeadline will not exercise control except to block or remove content that comes to NotDeadline's attention and is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal, libelous, defamatory, fraudulent, deceptive, misleading or otherwise objectionable to Not, or to enforce the rights of third parties or the content restrictions set forth below in these Terms when notice of their violation comes to NotDeadline's attention.

2.4. License to NotDeadline of Your User Content. You hereby grant to NotDeadline, and you agree to grant to NotDeadline, a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, unconditional, unlimited, worldwide and cost-free license to use, copy, record, disclose, sell, re-sell, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, broadcast, publicly perform, display or otherwise exploit in any manner whatsoever, all or any portion of your User Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any media, software, formula, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sublicenses, and to advertise, market and promote the same. In order to further effect the rights and license that you grant to NotDeadline to your User Content, you also hereby grant to NotDeadline, and agree to grant to NotDeadline, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, image, photograph, and

likeness that you provide in connection with any User Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Content, even if your User Content are altered or changed in a manner not agreeable to you. You agree that you shall have no recourse against NotDeadline for any alleged or actual infringement or misappropriation of any proprietary right in your User Content. You further acknowledge and agree that no compensation will be paid with respect to the use of your User Content or any of the rights granted in this Section 2.4.

2.5. Non-Confidentiality of Your User Content. The Services are available to the public, and your User Content, along with information concerning your identity that you provide to NotDeadline (including your name, image, employer and location), may be publicly available. Do not post information you consider confidential to the Services. In addition, you agree that NotDeadline may reveal your identity and whatever information we know about you to any law enforcement agent or official in the event of legal action or a legal request arising from any User Content made by you.

### ***3. Links to Third-Party Websites***

The Services may contain links to third party websites (“Third Party Websites”). Access to Third Party Websites is at your own risk, and NotDeadline is not responsible for the accuracy, availability or reliability of any information, goods, data, opinions, advice or statements made available on Third Party Websites. These links may also lead to Third Party Websites containing information that some people may find inappropriate or offensive. The Third Party Websites are not under the control of NotDeadline and, as such, NotDeadline is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Website. The inclusion of any links to Third Party Websites on NotDeadline does not imply an endorsement or recommendation by NotDeadline. NotDeadline is not responsible for any form of transmission received from any link, nor is NotDeadline responsible if any of these links are not working appropriately. You are responsible for viewing and abiding by any privacy statements and terms of use posted in connection with Third Party Websites, and Third Party Websites are not governed by these Terms.

### ***4. Copyright or Intellectual Property Infringement Notification***

If you believe in good faith that material or Content available on NotDeadline infringes a copyright or other intellectual property right that you own or for

which you are a beneficial owner or exclusive licensee, you are encouraged to notify NotDeadline by mail: **13933 MOORPARK STR APT L SHERMAN OAKS, CA 91423** It is our policy to terminate, in appropriate circumstances, the access rights of repeat infringers.

### ***5. Operation of the Services***

NotDeadline reserves complete and sole discretion with respect to the operation of the Services. NotDeadline may, among other things: (A) make available to third parties information relating to the Services and their users, subject to NotDeadline's Privacy Policy; and (B) withdraw, suspend or discontinue any functionality or feature of the Services. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which NotDeadline may undertake from time to time; or (iii) causes beyond the control of NotDeadline or which are not reasonably foreseeable by NotDeadline.

### ***6. Subscription Fees & Cancellation (Not yet Applicable)***

By signing up for a subscription, you agree that your subscription will be automatically renewed and you authorize TheWrap to charge your payment method for the renewal term. You may cancel your subscription at any time within your account settings or by contacting us at [notdeadline.com](http://notdeadline.com). Your cancellation will become effective at the end of your current billing period and you will continue to have the same access and benefits for the remainder of the current billing period. As a general matter, all fees and charges are non-refundable and we reserve the right to issue refunds or credits at our sole discretion.

### ***7. DISCLAIMER OF WARRANTIES***

THE WEBSITE AND THE SERVICES ARE PROVIDED BY NOTDEADLINE ON AN "AS IS" BASIS. NOTDEADLINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WEBSITE OR THE SERVICES, INCLUDING THE ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY CONTENT AVAILABLE THROUGH THE WEBSITE OR THE SERVICES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THEWRAP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THAT ACCESS TO OR USE OF THE WEBSITE OR THE SERVICES WILL BE SECURE, ACCESSIBLE CONTINUOUSLY, UNINTERRUPTED OR ERROR-FREE. THEWRAP MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AGAINST HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, LOSSES (INCLUDING LOSS OF DATA), OR THAT FILES AVAILABLE FOR DOWNLOAD FROM THE WEBSITE OR THE SERVICES WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND THE SERVICES. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION 6 AND OTHER TERMS OR PROVISIONS OF THESE TERMS, THIS SECTION SHALL BE CONSTRUED TO TAKE PRECEDENCE.

#### **8. *LIMITATION OF LIABILITY***

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER NOTDEADLINE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS SHALL BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT, INDEMNITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE WEBSITE OR THE SERVICES, WHETHER OR NOT NOTDEADLINE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. IN THE EVENT THAT YOUR JURISDICTION DOES NOT ALLOW THE FOREGOING LIMITATION OF DAMAGES, THEWRAP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION UNDER ANY THEORY OF LIABILITY SHALL NOT EXCEED \$50.

The Services are controlled and offered by NotDeadline from its facilities in the United States of America. NotDeadline makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.



## **9. VIOLATIONS / INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NOTDEADLINE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS BY YOU OR ANY USER CONTENT POSTED OR SUBMITTED BY YOU (INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT).

## **10. Complete Agreement**

These Terms, which incorporate NotDeadline's Privacy Policy and Copyright or Intellectual Property Infringement Notification Policy, constitute the entire agreement between you and us relating to your access to and use of the Website and the Services and supersede any prior or contemporaneous written or oral agreements, communications or other understandings relating to the subject matter hereof. These Terms may not be modified, either expressly or by implication, except as set forth below in Section 10.

## **11. Modifications to Terms**

You agree that we may modify the terms of these Terms from time to time, and that your right to access the Services is conditioned on an ongoing basis with your compliance with the then-current version of these Terms. We will notify you of any material revisions or modifications to these Terms by placing a special notice on the Website, and may also (but are not required to) notify you by email. Your continued use of the Website or the Services following the posting of such revisions or modifications constitutes your acceptance of any such revisions or modifications. If you do not agree with these Terms, or any revised versions thereof, you may not use the Website or the Services.

## **12. Termination**

We may terminate your access to all or any part of the Website or the Services at any time for any reason, with or without cause, with or without notice, effective immediately. If you wish to terminate these Terms, you may simply discontinue using the Website and the Services. All provisions of these Terms which by their nature should survive termination shall survive termination, including without

limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **13. Construction**

If any portion of these Terms is found to be unenforceable or invalid, that portion shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

### **14. Notice**

NotDeadline may deliver notice to you under these Terms by means of electronic mail, a general or specific notice on the Website, a communication to your NotDeadline account or by written communication delivered by first class U.S. mail to your address on record. You may give notice to NotDeadline at any time via mail to **13933 MOORPARK STR APT L SHERMAN OAKS, CA 91423**

### **Miscellaneous**

These Terms and your relationship with NotDeadline under these Terms shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and NotDeadline agree to submit to the exclusive jurisdiction of the courts located within California to resolve any legal matter arising from these Terms. Notwithstanding this, you agree that NotDeadline shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. These Terms is not assignable, transferable or sub-licensable by you except with NotDeadline's prior written consent. No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind NotDeadline in any respect whatsoever. The headings of the sections contained in these Terms are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of these Terms.



# Privacy Policy

NotDeadline Inc. (“NotDeadline”) recognizes the importance of protecting the privacy of your personal information. We have prepared this Privacy Policy to provide you with important information about our privacy practices.

## Information We Collect

We may collect limited personal information about our users for our Services. For example, we may collect information that you provide to us, and information that we collect from publicly available sources or third parties.

## ADVERTISING

### Information You Provide to Us.

We also collect information that you provide us when you comment on articles, participate in message boards, and submit images, photos, videos, or other content. We may ask you for additional information at other times, such as when you enter a contest or participate in a promotion, when you post an online ad, or otherwise engage with the Services.

**Information About Your Use of the Services.** In addition to the information you provide to us directly, we may collect information about your use of the Services. For example, we may collect:

**Device information-** such as your hardware model, IP address, other unique device identifiers, operating system version, browser type and settings, such as language and available font settings, and settings of the device you use to access the Services.

**Usage information-** such as information about the Services you use, the time and duration of your use of the Services and other information about your interaction with content offered through a Service, and any information stored using cookies, mobile ad identifiers, and similar technologies that we have set on your device.

**Location information-** such as your computer’s IP address, your mobile device’s GPS signal or information about nearby WiFi access points and cell towers that may be transmitted to us when you use certain Services.

Information From Third-Party Sources. We may receive information about you from publicly and commercially available sources, as permitted by law, which we may combine with other information we receive from or about you. For example, we may receive information about you from a social media site if you connect to the Services through that site.

## **How We Use Information**

To Provide and Manage the Services You Request. This includes, for example, sending you electronic newsletters, or enabling you to participate in the features provided by the Services.

To Contact You. We may periodically contact you with offers and information about the Services, including in connection with your accounts, online surveys, legal notices, news stories, new features that you are entitled to access, and other important information. You may opt out of receiving commercial email messages from us by following the instructions contained in those email messages.

To Personalize your Experience to Provide the Services, for example to customize certain features of the services, deliver relevant content and to provide you with an enhanced experience based on your activities and interests.

To Deliver Targeted Advertising. We may use your information to facilitate the delivery of targeted ads, promotions, and offers to you, on behalf of ourselves and advertisers, on and off the Services.

To Better Understand Our Readers and Users. The Services conduct research on our users' demographics, interests and behavior based on the information we collect. We do this to better understand and serve our users, and to improve our products and services.

To Protect the Rights of the Services and others. We may use your personal information as we believe is necessary or appropriate to protect, enforce, or defend the legal rights, privacy, safety, or property of the Services, its employees or agents, or other users and to comply with applicable law.

Consent. We may otherwise use your information with your consent or at your direction.

## **Sharing of Information**

The following provides information about entities with which we may share information. Our practices vary depending on the type of information.

**Business Partners.** We may share your information with business partners to provide you with services that you request. For example, if you sign up for a promotion that runs on our Services but that is sponsored or co-sponsored by another company, your information may be shared with that sponsor. The Wrap is not responsible for the privacy practices of these entities.

**Service Providers.** We may share information with vendors providing contractual services to us, such as hosting vendors, advertising service providers, and list managers. We also may share your information, including your payment information, as appropriate to process your payments for the Services or complete a transaction.

**Other Parties When Required by Law or As Necessary to Protect Our Users and Services.** We may share your personal information as we believe is necessary or appropriate to protect, enforce, or defend the legal rights, privacy, safety, or property of the Services, our employees or agents or users or to comply with applicable law or legal process, including responding to requests from public and government authorities.

**Logging In Through Social Media Services.** If you log into the Services with a social media service or if you connect a social media account with the Services, we may share your information with that social media service. The social media services' use of the shared information will be governed by the social media services' privacy policy and your social media account settings. If you do not want your information shared in this way, do not connect your social media service account with your Services.

**Third Parties that Provide Content, Advertising, or Functionality.** When you use our Services, third parties may collect or receive certain information about you and/or your use of the Services (e.g., hashed data, click stream information, browser type, time and date, information about your interactions with advertisements and other content), including through the use of cookies, beacons, mobile ad identifiers, and similar technologies, in order to provide content, advertising, or functionality or to measure and analyze ad performance, on our Services or other websites or platforms. This information may be combined with information collected across different websites, online services,

and other linked or associated devices. These third parties may use your information to improve their own services and consistent with their own privacy policies.

**Other Parties in Connection With a Corporate Transaction.** We reserve the right to transfer any information we have about you in the event that we sell or transfer all or a portion of our business or assets to a third party, such as in the event of a merger, acquisition, or in connection with a bankruptcy reorganization.

**Otherwise With Your Consent or At Your Direction.** In addition to the sharing described in this Privacy Policy, we may share information about you with third parties whenever you consent to or direct such sharing.

We also may share other information with third parties in a manner that does not identify particular users, including, for example, aggregated data about how users are using our Services.

## **Your EU Privacy Rights**

If you are a visitor from the European Economic Area, our legal basis for collecting and using the information described above will depend on the information concerned and the context in which we collect it. We collect information from you: Where we need it to perform our contract with you (i.e. our Terms of Service),

where the processing is in our legitimate interests (provided that these aren't overridden by your interests or rights) (such as personalizing our services and marketing for example), or if we otherwise have your consent.

If you have questions about or need further information concerning the legal basis on which we collect and use your information, please contact us using the contact details provided under the "Contact Us" section below.

## **Links to Third-Party Sites**

Our Services may link to third-party websites and services that are outside our control. We are not responsible for the security or privacy of any information collected by other websites or other services. You should exercise caution, and

review the privacy statements applicable to the third-party websites and services you use.

### **How to Access or Update Your Information & Other Privacy Choices Available To You**

**Email Promotions.** You may opt out of receiving commercial email messages from us by following the instructions contained in those email messages.

**Targeted Advertising.** You may choose whether to receive some forms of targeted advertising from many ad networks, audience segment providers, ad serving vendors, and other service providers by visiting websites operated by the Network Advertising Initiative and Digital Advertising Alliance. Please see the “Cookie Management” section for further information about how to disable cookies and other choices that may be available to you with respect to certain types of targeted advertising.

### **Online Analytics and Advertising Delivery of Advertising and Other Content.**

In addition to ads and content that we serve you directly, NotDeadline may use third party advertising companies and marketing services to serve ads and other content when you visit the Services, as well as on other websites you visit and other applications you use. The ads may be based on various factors such as the content of the page you are visiting, your searches, demographic data, user-generated content, and other information we collect from you. These ads may be based on your current activity or your activity over time and across other websites and online services and may be tailored to your interests. Third parties, whose products or services are accessible or advertised via the Services, may also place cookies or other tracking technologies on your computer, mobile phone, or other device to collect information about you as discussed above. We also allow other third parties (e.g., ad networks and ad servers such as Google and others) to serve tailored ads to you on the Services, other sites, and in other applications, and to access their own cookies or other tracking technologies on your computer, mobile phone, or other device you use to access the Services. We sometimes provide our customer information (such as email addresses) to service providers, who may “match” this information in de-identified form to cookies (or mobile ad identifiers) and other proprietary IDs, in order to provide you with more relevant ads when you visit other websites and mobile applications.

We neither have access to, nor does this Privacy Policy govern, the use of cookies or other tracking technologies that may be placed on the device you use to access the Services by such non-affiliated third parties.

If you are interested in more information about tailored browser advertising and how you can generally control cookies from being put on your computer to deliver tailored advertising, you may visit the [Network Advertising Initiative Opt Out Page](#), the Digital Advertising Alliance's Consumer Opt-Out link, or [Your Online Choices](#) to opt-out of receiving tailored advertising from companies that participate in those programs.

To learn more about how to manage your preferences regarding our cookie-based advertising, please see the "Cookie Management" section in our Cookie Notice below.

To opt out of Google Analytics for display advertising or customize Google display network ads, visit the [Google Ads Settings page](#). We do not control these opt-out links or whether any particular company chooses to participate in these opt-out programs. We are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms.

**Please note that if you exercise the opt out choices above, you will still see advertising when you use the Services, but it will not be tailored to you based on your online behavior over time.**

**Mobile Advertising.** When using mobile applications from NotDeadline or others, you may also receive tailored in-application advertisements. We may use third-party service providers to deliver advertisements on mobile applications or for mobile application analytics. Each operating system, iOS for Apple phones, Android for Android devices, and Windows for Microsoft devices provides its own instructions on how to prevent the delivery of tailored in-application advertisements. We do not control how the applicable platform operator allows you to control receiving personalized in-application advertisements; thus, you should contact the platform provider for further details on opting out of tailored in-application advertisements. Often, you may opt-out by adjusting the ad tracking settings on your mobile device or resetting the "Advertising Identifier" (like an IDFA) from your mobile device's settings page, which will prevent continued use of existing behavioral data tied to the previous "Advertising Identifier." You may review the support materials and/or the device settings for the respective operating systems to opt-out of tailored in-app advertisements.



## **Data Security**

We have in place physical, electronic and managerial procedures to protect the information we collect online. However, as effective as these measures are, no security system is impenetrable. We cannot guarantee the security of our database, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the Internet.

## **Other Important Information**

Children's Privacy. We do not knowingly collect any personal information from children under the age of 13 without parental consent, unless permitted by law. If we learn that a child under the age of 13 has provided us with personal information, we will delete it in accordance with applicable law.

## **Privacy Information for California Residents**

If you reside in California, you have the right to ask us one time each year if we have shared personal information with third parties for their direct marketing purposes. To make a request, please mail us at: **13933 MOORPARK STR APT L SHERMAN OAKS, CA 91423**. Indicate in your letter that you are a California resident making a "Shine the Light" inquiry. If you are a California resident, you can also make the following requests with respect to your personal information:

**Access & Deletion** – If you are a California resident, the CCPA allows you to make certain requests about your personal information. Specifically, the CCPA allows you to request us to:

- - Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/disclose personal information.
  - Provide access to and/or a copy of certain personal information we hold about you.
  - Delete certain personal information we have about you.
  - Provide you with information about the financial incentives that we offer to you, if any.

Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide the Services to you.

**Verification** – We will take reasonable steps to verify your identity before responding to a request, which may include, depending on your request and relationship with you verifying your name, email address, address, and/or having you respond to an email from us.

You are also permitted to designate an authorized agent to submit certain requests on your behalf. In order for an authorized agent to be verified, you must provide the authorized agent with signed, written permission to make such requests or a power of attorney. We may also follow up with you to verify your identity before processing the authorized agent’s request.

If you would like further information regarding your legal rights under California law or would like to exercise any of them, please contact us at the address listed below.

**Right to Opt Out** – California residents may opt out of the “sale” of their personal information. We sell certain of your information to third parties to provide you with offers and promotions and opportunities that may be of interest to you.

Under the CCPA, sale is also broadly defined such that it may include allowing third parties to receive certain information, such as cookies, IP address, and/or browsing behavior, to deliver targeted advertising on the Services or other services. Advertising, including targeted advertising, enables us to provide you certain content for free and allows us to provide you offers relevant to you.

Depending on what Services you use, we may provide the following categories of personal information to third parties for these purposes:

- For online targeted advertising purposes: demographic and statistical information, user-generated content, device information and identifiers, connection and usage data, geolocation, and social media information.
- For sharing with third parties to send you relevant offers and promotions and opportunities: contact information (e.g., name and physical address) and publication subscription information.

If you would like to opt out of NOTDEADLINE’s use of your information for such purposes that are considered a “sale” under California law, may submit a sale opt-out request by mailing us at: **13933 MOORPARK STR APT L SHERMAN OAKS, CA**

**91423.** Please note that we do not knowingly sell the personal information of minors under 16 years of age without legally-required affirmative authorization.

The CCPA further provides you with the right to not be discriminated against (as provided for in applicable law) for exercising your access, deletion or sale opt out rights.

**Do-Not-Track Signals and Similar Mechanisms.** Some web browsers may transmit “do-not-track” signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, the Services currently do not take action in response to these signals. If and when a final standard is established and accepted, we will reassess how to respond to these signals. In the meantime, please see [Online Tracking & Advertising](#) for additional information about privacy choices that may be available to you with respect to targeted advertising.

**International Transfers.** The Services are headquartered in the United States. Please be aware that if information you provide to us or that we obtain as a result of your use of the Services may be collected in your country and subsequently transferred to the United States or to another country in accordance with applicable law. By using the Services, you consent to the collection, international transfer, storage, and processing of your information

## **Cookies & Tracking Technology**

**How We Use Cookies, Web Beacons, and Similar Technologies and How To Disable These Technologies**

We and third parties that provide content, advertising, or functionality or measure and analyze ad performance on our Services, may use cookies, web beacons, mobile ad identifiers, and similar technologies to facilitate administration and navigation on the Site, to better understand and improve our Services, to determine and/or improve the advertising shown to you here or elsewhere, and to provide you with a customized online experience.

**Cookies.** Cookies are small files that are placed on your computer when you visit a website. Cookies may be used to store a unique identification number tied to your computer or device so that you can be recognized as the same user across

one or more browsing sessions, and across one or more sites. Cookies serve many useful purposes. For example:

Cookies can remember your sign-in credentials so you do not have to enter those credentials each time you visit a Service

Cookies can help us and third parties understand which parts of our Services are the most popular because they help us see which pages and features visitors access and how much time they spend on the pages. By studying this kind of information, we are better able to adapt our Services and provide you with a better experience.

Cookies help us and third parties understand which ads you have seen so that you don't receive the same ad each time you access a Service.

Most browsers accept cookies automatically, but can be configured not to do so or to notify the user when a cookie is being sent. If you wish to disable cookies, refer to your browser help menu to learn how to disable cookies. If you disable browser cookies or flash cookies, it may interfere with the proper functioning of the Services.

### **Types of Cookies We Use on Our Services**

We use first party and third-party Cookies for several reasons. Some Cookies are required for technical reasons in order for our Site to operate, and we refer to these as "essential" or "strictly necessary" Cookies. Other Cookies also enable us to track and target the interests of our users and to enhance the experience on our Services. Third parties also serve Cookies through our Services for advertising, analytics and other purposes. The specific types of first and third party Cookies served through our Services and the functions they perform are described in more detail below.

#### **First-Party Cookies**

These cookies are created by NotDeadline They allow you to browse our Services and use their features.

**Essential Cookies:** These cookies are strictly necessary to allow you to move around the Services and use their features, such as accessing your subscriptions. Without these cookies, we cannot enable appropriate content based on the type of device you are using. Therefore, these cookies cannot be disabled.

**Functional Cookies:** These cookies allow us to remember choices you make on our websites (such as your preferred language or the region you are in). To refuse these Cookies, please follow the instructions below under the section “Cookie Management.” Note that by disabling functional cookies, you may not be able to use some of our features or those features may not function properly.

**Embedded Scripts:** An embedded script is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your computer or other device, is active only while you are connected to the Services, and is deactivated or deleted thereafter.

**Analytics Cookies:** We use Cookies and other identifiers (such as web beacons) to see how you use our Services in order to enhance their performance and develop them according to the preferences of our customers and visitors. For example, cookies and web beacons may be used to maintain a consistent look and feel across our Services, track and provide trend analysis on how our users interact with our Services, track errors, and measure the effectiveness of our promotional campaigns. To refuse these Cookies, please follow the instructions below under the section “Cookie Management.”

**Cross-Device Cookies:** TheWrap may use cookies in combination with the information we collect — for instance, IP addresses and unique mobile device identifiers — to locate or try to locate the same unique users across multiple browsers or devices (such as smartphones or tablets), or work with service providers that do this, in order to save your preferences across devices and analyze usage of the Services. To refuse these Cookies, you may install the Google Analytics Opt-out Browser Add-on by clicking [here](#).

### **Third-Party Cookies**

Some of our third party partners (including advertisers and marketing services companies) may set and access Cookies on your computer as well, or we may do so on their behalf. We do not have control over how these third parties use such cookies and similar technologies or the information derived therefrom, and this Privacy Policy does not cover any use of information that such third parties may have collected from you or the methods used by the third-parties to collect that information. These types of cookies include:

**Advertising Cookies:** These Cookies, defined exclusively by third parties, collect several types of data about your browsing habits, as well as your preferences for products and services. This information allows NotDeadline to serve you

relevant advertisements on our Services. **To refuse these cookies, please follow the instructions below under the section “Cookie Management.”** Some advertisements may also contain an icon that you may click on to find out more about how to manage your advertising preferences.

**Beacons.** We, along with third parties, also may use technologies called beacons (or “pixels”) that communicate information from your device to a server. Beacons can be embedded in online content, videos, and emails, and can allow a server to read certain types of information from your device, know when you have viewed particular content or a particular email message, determine the time and date on which you viewed the beacon, and the IP address of your device. We and third parties use beacons for a variety of purposes, including to analyze the use of our Services and (in conjunction with cookies) to provide content and ads that are more relevant to you.

**Local Storage & Other Tracking Technologies.** We, along with third parties, may use other kinds of technologies, such as Local Shared Objects (also referred to as “Flash cookies”) and HTML5 local storage, in connection with our Services. We also may use unique identifiers associated with your device, such as mobile ad identifiers. These technologies are similar to the cookies discussed above in that they are stored on your device and can be used to store certain information about your activities and preferences. However, these technologies may make use of different parts of your device from standard cookies, and so you might not be able to control them using standard browser tools and settings. For HTML5 local storage, the method for disabling HTML5 will vary depending on your browser. For Flash cookies, information about disabling or deleting information contained in Flash cookies can be [found here](#).

#### Additional Choices With Respect To Targeted Advertising

As described above, we and third parties may use cookies and other tracking technologies to facilitate serving relevant ads to you. For example, these technologies help us determine whether you have seen a particular advertisement before, tailor ads to you if you have visited our site before, and avoid sending you duplicate advertisements. You can learn more about certain types of targeted advertising by visiting the Digital Advertising Alliance website.

In addition to disabling cookies and other tracking technologies as described above, you may opt-out of receiving targeted advertising from participating ad networks, audience segment providers, ad serving vendors, and other service



providers by visiting websites operated by the Network Advertising Initiative and Digital Advertising Alliance.

Due to differences between using apps and websites on mobile devices, you may need to take additional steps to disable tracking technologies in mobile apps. Many mobile devices allow you to opt-out of targeted advertising for mobile apps using the settings within the mobile app or your mobile device. For more information, please check your mobile settings. You also may uninstall our apps using the standard uninstall process available on your mobile device or app marketplace

### **Cookie Management**

Analytics: To learn about Google Analytics' currently available opt-outs for the Web, please visit <https://support.google.com/analytics/answer/181881?hl=en>.

Disabling Advertising Cookies: Some of the advertising service providers may be members of the Network Advertising Initiative, which offers a single location to opt out of ad targeting from member companies. If you opt-out of receiving targeted ads in this manner, you will continue to receive advertising messages after you opt-out, but they will not be customized to you based on your use of the Services and/or third party websites. If you would like more information about advertisers' use of tracking technologies and about your option not to accept these cookies, you can go to <http://www.networkadvertising.org>. If you would like to learn more about how interest-based information is collected, whether the companies we use are part of an industry network regarding behavioral advertising and to know your choices about not having information used in this manner, you can go to <http://www.aboutads.info>. The collection of information via certain ads served to users in Canada may be managed by visiting [youradchoices.ca](http://youradchoices.ca).

Please note that the-opt out is cookie-based and will only affect the specific computer and browser on which the opt-out is applied.

### **Using Browser Settings**

You can disable and/or delete most types of cookies by using your browser settings. Please note that if you use your browser settings to block all cookies you may not be able to access parts of our or others' Services. The following links provide information on how to modify the cookies settings on some popular browsers:

- Apple Safari <http://support.apple.com/kb/PH5042>

- Google Chrome [https://support.google.com/chrome/bin/answer.py?hl=en&answer=95647&p=cpn\\_cookies](https://support.google.com/chrome/bin/answer.py?hl=en&answer=95647&p=cpn_cookies)
- Microsoft Internet Explorer <http://windows.microsoft.com/en-US/windows7/How-to-manage-cookies-in-Internet-Explorer-9>
- Mozilla Firefox <http://support.mozilla.org/en-US/kb/Cookies>

### **Changes to Our Privacy Policy**

We may modify this Privacy Policy from time to time. We will notify you of changes by posting changes here, or by other appropriate means. Any changes to the Privacy Policy will become effective when the updated policy is posted on the Services. Your use of the Services or your provision of personal information to use the Services following such changes indicates your acceptance of the revised Privacy Policy.