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Privacy Policy: 2019-12-10

To download and/or print this Privacy Policy ("Privacy Policy"), click [here](#).

# PRIVACY POLICY

## Introduction

Chicken Soup for the Soul LLC ("CSS," "us" or "we") respects your privacy. This Privacy Policy covers the CSS Streaming Services. CSS Streaming Services (Services") refer to our video streaming of television shows, movies, and other content ("Content") on Crackle <https://www.crackle.com/>; Chicken Soup for the Soul <https://www.chickensouptv.com/>; Truli <http://www.truli.com/>; Pivotshare <https://pivotshare.com/>; Popcornflix <https://www.popcornflix.com/> and Chicken Soup for the Soul Entertainment <https://www.cssentertainment.com/networks/>. CSS is the data controller of information collected by our Services.

This Privacy Policy explains how CSS collects, uses, and shares information about you when you use our Services such as our websites, applications, and other connected devices where our Services are available. Please read this Privacy Policy carefully. By visiting our Sites, our Applications and using our Services, you agree that your information, including your personal information, will be handled as described in this Privacy Policy, which is incorporated by reference into this Terms of Use <https://www.chickensoup.com/terms-of-use> and <https://crackle.com/tos>.

The privacy practices of third parties that host our Services are governed by their own privacy policies and are not governed by this privacy policy. We recommend that you review the privacy policies of those third parties. When you click on an advertisement in our Services, you are

redirected to another website or property governed by its own privacy policy. We recommend that you review those privacy policies as well.

## Consent to Processing in the United States

Many of our Services such as Crackle are only available in the United States. All users, including, without limitation, users in the member states of the European Union, Canada or elsewhere outside of the United States, fully understand and consent to this Privacy Policy. That means by using our Sites, participating in any of our Services and/or providing us with your information, you consent to the collection, transfer, storage, use and processing of your personal information to and in the United States in accordance with this Privacy Policy. If you are visiting from the European Union or other regions with laws governing data collection and use that may differ from United States law, please note that you are transferring your personal information to the United States. The laws of some countries may not provide the same levels of protection of personal information as your home country, particularly if you are resident in the European Union. We will take reasonable steps to ensure that information about you is treated securely in accordance with this Privacy Policy, and that all information you provide to us is stored on our secure servers or those of our service providers.

YOU ACKNOWLEDGE THAT THE LAWS OF THE UNITED STATES TREAT YOUR INFORMATION IN A MANNER THAT MAY BE SUBSTANTIALLY DIFFERENT FROM, AND LESS PROTECTIVE THAN, THE TREATMENT REQUIRED UNDER THE LAWS OF OTHER COUNTRIES AND JURISDICTIONS. IF YOU DO NOT WANT YOUR INFORMATION TRANSFERRED TO THE UNITED STATES, YOU SHOULD NOT SHARE YOUR INFORMATION WITH US, OR MAKE USE OF THESE WEBSITES.

TO THE EXTENT ALLOWED BY THE LAW OF THE COUNTRY IN WHICH YOU ARE LOCATED, YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO REQUIRE US TO TREAT YOUR INFORMATION IN ACCORDANCE WITH THE LAWS OF ANY COUNTRY OR JURISDICTION OTHER THAN THE UNITED STATES. HOWEVER, THE FOREGOING WAIVER MAY NOT BE LEGALLY BINDING IN SOME COUNTRIES, SUCH AS THE MEMBER STATES OF THE EUROPEAN UNION. TO THE EXTENT IT IS NOT LEGALLY BINDING IN THE COUNTRY IN WHICH YOU ARE LOCATED, THIS FOREGOING WAIVER DOES NOT APPLY TO YOU.

## Collection of Information

CSS and/or its Service Providers, Contractors, and Third Parties (defined below), may collect Personal Information you provide directly to CSS and/or its Service Providers via the Service. “Personal Information” includes information that can identify, relate to, describe, be associated with, or be reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. For the purpose of this policy, we may use Personal Information and information synonymously.

CSS collects information when you use or register for the Service, subscribe to notifications, post on the Service, provide reviews and testimonials, participate in promotional activities, or communicate or transact with CSS through the Service. In addition, when you interact with Third-Party Services (defined below), you may be able to provide information to those third parties.

## Information You Provide to Us

We collect the following categories of information:

**Identifiers:** CSS may ask you to provide contact information such as name, email address, phone number, date of birth when you create an account on Crackle or Pivotshare, provide a testimonial, sign up for newsletters, the Crackle Rewards Program (available in the U.S. only), participate in surveys; contact customer service or communicate with us by other means. Certain content such as rewards, some features, and functionality can only be accessed with an account. It is necessary that CSS collects your account log-in information and password to verify your account and maintain the account. This data is not used to personalize content or advertisements.

## Information Collected from Partners and Other Sources

The information CSS receives via the Service may be combined with information CSS receives from Third Parties and sources outside of the Service. CSS may collect information from other

commercially available sources, such as data aggregators and public databases, or our business partners, which may include your interests, purchasing behavior and your activities online, such as websites visited and advertisements viewed, if you connect your social networking account with your account. This aggregated data is non-identifiable about how you use our services. CSS may also obtain information about you from other sources, including companies' affiliates. CSS is not responsible or liable for the accuracy of the information provided by third parties or for third party policies or practices.

## Information Collected Automatically (Cookies and Tracking Technologies)

**Internet or other electronic network activity information:** CSS, its Service Providers, and/or Third-Party Services may also automatically collect certain information about you when you access or use the Service ("Usage Information"). Usage Information may include IP address, device identifier, browser type, operating system, information about your use of the Service, and data regarding network connected hardware (e.g., computer or mobile device), advertising IDs, cookies, and other technologies to keep track of your interactions with the Service, and to serve you with ads on third-party services, to offer you a more personalized and relevant experience. We may collect geolocation data in the form of an IP address to know the region from where you are accessing our Services. CSS does not collect precise geolocation data. You may see us refer to "Log Data." Log Information is data about your use of the Service, such as IP address, browser type, internet service provider, referring/exit pages, operating system, date/time stamps, and related data, and may be stored in log files. We may link your Log Data with your account information or with information collected from third parties.

**Information Collected by Cookies and Other Tracking Technologies:** Cookies, web beacons (also known as "tracking pixels"), embedded scripts, location-identifying technologies, fingerprinting, device recognition technologies, in-app tracking methods and other tracking technologies now and hereafter developed ("Tracking Technologies") may be used to collect information about interactions with the Service or e-mails, including information about your browsing and purchasing behavior.

### Cookies

A cookie is a small text file that is stored on a user's device, which may be session ID cookies or tracking cookies. Session cookies make it easier for you to navigate the Service and expire when you close your browser.

### Web Beacons ("Tracking Pixels")

Web beacons are small graphic images, also known as "internet tags" or "clear gifs," embedded in web pages and e-mail messages. Web beacons may be used, without limitation, to count the number of visitors to the Service, to monitor how users navigate the Service, and to count content views.

## Embedded Scripts

An embedded script is programming code designed to collect information about your interactions with the Service. It is temporarily downloaded onto your computer from CSS's web server, or from a third party with which CSS works and is active only while you are connected to the Service and deleted or deactivated thereafter.

## Location-identifying Technologies

GPS (global positioning systems) software, geo-filtering and other location-aware technologies locate (sometimes precisely) you for purposes such as verifying your location and delivering or restricting content based on your location.

## Fingerprinting

Collection and analysis of information from your device, such as, without limitation, your operating system, plug-ins, system fonts, and other data, for purposes of identification and/or tracking.

## Device Recognition Technologies

Technologies, including application of statistical probability to data sets, as well as linking a common unique identifier to different device use (e.g., Facebook ID), which attempt to recognize or make assumptions about users and devices (e.g., that a user of multiple devices is the same user or household).

## In-App Tracking Methods

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

Some information about your use of the Service and certain Third-Party Services may be collected using Tracking Technologies across time and services and used by CSS and third parties for purposes such as to associate different devices you use and deliver relevant ads and/or other content to you on the Service and certain Third-Party Services. See Section 10 regarding certain choices regarding these activities.

CSS is giving you notice of the Tracking Technologies and your choices regarding them explained in Section 10 so that your consent to encountering them is meaningfully informed.

## Use of Information

CSS uses Personal Information to provide services, to enhance our services, to personalize our services and marketing efforts, to set up accounts, to administer rewards programs. For example, we may use Personal Information to:

- Allow you to participate in the features we offer on the Service;
- Facilitate, manage, personalize, and improve your online experience;
- Process your registration and/or upload your User Generated Content ("UGC"). (For more information on how UGC is treated under the Service's Terms of Use click [here](#). For more on the public nature of UGC, see Section 5);
- Transact with you, provide services or information you request, respond to your comments, questions and requests, serve you content and/or advertising, and send you notices;
- Analyze and understand our audience;
- Allow you to share your reviews and testimonials;
- Communicate with you about our service, new offerings, promotions, surveys, and

rewards;

- For CSS and partners' marketing purposes;
- Improve the Service and for any other internal business purposes;
- Tailor our content, advertisements, and offers;
- Fulfill other purposes disclosed at the time you provide Personal Information or otherwise where we are legally permitted purpose or are required to do so;
- Determine your location and manage digital content rights (e.g., territory restrictions);

and

- Prevent and address fraud, protect our systems, breach of policies or terms, and threats
- or harm.

## Sharing of Information

## General Sharing

CSS may share the information CSS receives from or about you via the Service (or give others access to it), including your Personal Information, for a variety of purposes, as detailed in this Privacy Policy. CSS may share your non-Personal Information, aggregate and/or de-identified information about you except as prohibited by applicable law. These include, without limitation:

- With our service providers to deliver and improve CSS's services;

- with outside companies that support customizing the advertising and marketing content

you see. These marketing service providers allow us to to better market products and services to you;

- with advertisers and advertising technology companies often with the ability to click-through to websites or properties owned by other companies. They may use cookies, web beacons, and other technologies to collect information from or about you in order to tailor advertisements, measure advertising effectiveness, and enable other enhancements;

- for our own marketing and other purposes;

- for web analytic purposes such as Google Analytics: we use Google Analytics, a service

provided by Google, Inc. ("Google"), to gather information about how users engage with



the sites and the services. For more information about Google Analytics, please visit <https://policies.google.com/technologies/partner-sites>. You can opt out of Google's collection and processing of data generated by your use of the Services by going to <https://tools.google.com/dlpage/gaoptout>

- Facebook: we may use certain tools offered by Facebook, Inc. ("Facebook") that enable it to collect or receive information about actions users take on: (a) the CSS site and elsewhere on the internet through use of Cookies, Web Beacons and other storage technologies; or (b) our App and other mobile applications, in order to provide measurement services, targeted ads and other services. For more information regarding the collection and use of such information by Facebook, please see the Facebook Data Policy available at <https://www.facebook.com/policy.php>. through the use of cookies, Web beacons, and other storage technologies;

- to display your posts or send your messages;

- in connection with your use of third-party services;

- in connection with sweepstakes, contests and promotions. CSS may offer sweepstakes,

contests, and other promotions (each, a "Promotion"), including Promotions jointly sponsored or offered by third parties, which may require submitting Personal Information. If you voluntarily choose to enter a Promotion, your information, including Personal Information, may be disclosed to CSS, co-sponsors, Service Providers, and other third parties, including for administrative purposes and as required by law (e.g., on a winners list). By entering, you are agreeing to the official rules that govern that

Promotion, which may include consent to additional or differing data practices from those

contained in this Privacy Policy. Please review those rules carefully;

- To CSS's agents, vendors, consultants, processors and other service providers

(collectively "Service Providers") who may receive, or be given access to your information, including, without limitation, Personal Information, non-Personal Information, and Usage Information in connection with their work on CSS's behalf, provided however, CSS does not authorize its Service Providers to use CSS-Collected PI provided by CSS to the Service Providers to send you direct marketing messages other than related to Crackle Plus Companies absent your consent.

- To comply with the law, law enforcement or other legal process, and in response to a government request;

- If CSS believes your actions are inconsistent with CSS's terms of use, user agreements, applicable terms or policies, or to protect the rights, property, life, health, security and safety of CSS, the Service or its users, or any third party; and

- CSS may share your CSS-Collected PI (as well as your other Personal Information and your non-Personal Information), in connection with or during negotiations of any proposed or actual merger, purchase, sale, joint venture, or any other type of acquisition or business combination of all or any portion of CSS assets or transfer of all or a portion of CSS's business to another company ("Corporate Transactions").

## INFORMATION YOU DISCLOSE PUBLICLY OR TO OTHERS

The Service may permit you to post or submit UGC including, without limitation, written content, user profiles, audio or visual recordings, computer graphics, pictures, data, or other content, including Personal Information. If you choose to submit UGC to any public area of the Service, your UGC will be considered "public" and will be accessible by anyone, including CSS. Notwithstanding anything to the contrary, Personal Information

included in UGC is not subject to CSS's usage or sharing limitations, or other obligations, regarding CSS-Collected PI or other Personal Information under this Privacy Policy or otherwise, and may be used and shared by CSS and third parties to the fullest extent not prohibited by applicable law. CSS encourages you to exercise caution when making decisions about what you disclose in such public areas. For more information on how UGC is treated under the Service's Terms of Use click [here](#). California minors should see Section 8 regarding potential removal of certain UGC they have posted on the Service.

Additionally, the Service may offer you the option to send a communication to a friend. If so, CSS relies on you to only send to people that have given you permission to do so. The friend's Personal Information you provide (e.g., name, e-mail address) will be used to facilitate the communication, but not used by CSS for any other marketing purpose unless CSS obtains consent from that person. Your contact information and message may be included in the communication.

## THIRD-PARTY SERVICES, SOCIAL FEATURES, ADVERTISING AND ANALYTICS

The Service may include hyperlinks to, or include on or in connection with, the Service (e.g., apps and plug-ins), websites, locations, platforms, applications or services operated by third parties ("Third-Party Service(s)"). These Third-Party Services may use their own cookies, web beacons, and other Tracking Technology to independently collect information about you and may solicit Personal Information from you.

Certain functionalities on the Service permit interactions that you initiate between the Service and certain Third-Party Services, such as third-party social networks ("Social Features"). Examples of Social Features include enabling you to send content such as contacts and photos between the Service and a Third-Party Service; "liking" or "sharing" CSS's content; logging in to the Service using your Third-Party Service account (e.g., using Facebook Connect to sign-in to the Service); and to otherwise connect the Service to a Third-Party Service (e.g., to pull or push information to or from the Service). If you use Social Features, and potentially other Third-Party

Services, information you post or provide access to may be publicly displayed on the Service or by the Third-Party Service that you use. Similarly, if you post information on a Third-Party Service that references the Service (e.g., by using a hashtag associated with us in a tweet or status update), your post may be used on or in connection with the Service or otherwise by our Companies. Also, both CSS and the third party may have access to certain information about you and your use of the Service and any Third-Party Service.

CSS may engage and work with Service Providers and other third parties to serve advertisements on the Service and/or on Third-Party Services. Some of these ads may be tailored to your interest based on your browsing of the Service and elsewhere on the internet, sometimes referred to as "interest-based advertising" and "online behavioral advertising" ("Interest-based Advertising"), which may include sending you an ad on a Third-Party Service after you have left the Service (i.e., "retargeting").

CSS may use Service Providers for analytics services such as, without limitation, Google Analytics. These analytics services may use cookies and other Tracking Technologies to help CSS analyze Service users and how they use the Service. Information generated by these services (e.g., your IP address and other Usage Information) may be transmitted to and stored by these Service Providers on servers in the U.S. (or elsewhere) and these Service Providers may use this information for purposes such as evaluating your use of the Service, compiling statistic reports on the Service's activity, and providing other services relating to Service activity and other internet usage.

Except to the extent CSS combines information from Service Providers, Third-Party Services, or other third parties with CSS-Collected PI, in which case CSS will treat the combined information as CSS-Collected PI under this Privacy Policy (see Section 1(c)), data obtained by CSS from a third party, even in association with the Service, is not subject to CSS's limitations regarding

CSS-Collected PI under this Privacy Policy, however such data remains subject to any restrictions imposed on CSS by the third party, if any . Otherwise, the information collected, stored, and shared by third parties remains subject to their privacy policies and practices,

including whether they continue to share information with CSS, the types of information shared, and your choices on what is visible to others on Third-Party Services.

CSS is not responsible for and makes no representations regarding the policies or business practices of any third parties, including, without limitation, analytics Service Providers and Third-Party Services associated with the Service, and encourages you to familiarize yourself with and consult their privacy policies and terms of use. See Section 10 for more on certain choices offered by some third parties regarding their data collection and use, including regarding Interest-based Advertising and analytics.

## Data Security

CSS takes reasonable measures to protect CSS-Collected PI (excluding UGC) from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction.

Nevertheless, transmission via the internet and online digital storage are not completely secure and CSS cannot guarantee the security of your information collected through the Service.

To help protect you and others, CSS and its Service Providers may (but make no commitment to) monitor use of the Service, and may collect and use related information including CSS-Collected PI and other Personal Information for all purposes not prohibited by applicable law or inconsistent with this Privacy Policy, including, without limitation, to identify fraudulent activities and transactions; prevent abuse of and investigate and/or seek prosecution for any potential threats to or misuse of the Service; ensure compliance with the Terms of Use and this Privacy Policy; investigate violations of or enforce these agreements; and otherwise to protect the rights and property of CSS, their partners, and customers. Monitoring may result in the collection, recording, and analysis of online activity or communications through our Service. If you do not consent to these conditions, you must discontinue your use of the Service.

## Minors' and Children's Privacy

CSS offers to its users a range of sites and applications, some of which are intended for users and their families. CSS does not permit the registration of, nor does CSS knowingly collect, use, or disclose PII from anyone under 13 years of age (as defined by the U.S. Children's Privacy Protection Act ("COPPA") ("Children's Personal Information")).

Our channel, Popcornflix Kids, may automatically collect information such as IP address and watch time of shows if a child is watching from their own device to support internal operations such as to conduct research and analysis to address the performance of the platform, provide contextual advertising, and to provide access to content. In any instance that we collect personal information from a child, we will retain that information only so long as reasonably necessary to fulfill the activity request or allow the child to continue to participate in the activity and ensure the security of our users and our services, or as required by law. We do not share this information with third parties. We may share information with our service providers if necessary, for them to perform a business, professional, or technology support function for us.

We may disclose personal information if permitted or required by law, for example, in response to a court order or a subpoena. To the extent permitted by applicable law, we also may disclose personal information collected from children (i) in response to a law enforcement or public agency's (including schools or children services) request; (ii) if we believe disclosure may prevent the instigation of a crime, facilitate an investigation related to public safety or protect the safety of a child using our sites or applications; (iii) to protect the security or integrity of our sites, applications, and other technology, as well as the technology of our service providers; or (iv) enable us to take precautions against liability.

If you are using any of our other sites and you are under the age of 13, you are not permitted to use these Services. If you are aware of anyone under the age of 13 using our other Sites, please notify us. Upon confirmation, we will terminate any account that a user may have, and we will eliminate any personal information we may have obtained from that user immediately.

If you are a parent or guardian and believe CSS has collected Children's Personal Information in a manner not permitted by COPPA, please contact CSS and CSS will remove such data to the extent required by COPPA.

## Your Choices and Rights

### Your Rights

If your region provides the right to do so, you can request for example, access, correction, opt-out, and deletion of information we hold about you. If you are an account holder, you may request a copy of your information. If you have an account, you are able to update information in the “Settings” tab. If you have an account with us, CSS provides web pages and other mechanisms allowing you to delete, correct, or update some of the CSS-Collected PI, and potentially certain other information about you (e.g., profile and account information) within account settings.

To submit other individual right’s requests that apply in your region, please fill out [this form](#).

You may also unsubscribe from Crackle emails by clicking [UNSUBSCRIBE](#) or following the instructions on the bottom of the email. Please note that if you opt-out of receiving promotional emails from us, we may continue to contact you via email with service-related communications.

## For EU Residents

If you are an EU or UK resident, you have a number of rights when it comes to your personal information. Further information and advice about your rights can be obtained from the data protection regulator in your country of residence within the EU or the UK.

You can exercise any of these rights by filling out [this form](#) or by contacting us through our email or mailing address in the "Contact CSS" section below.

**The right to be informed.** You have the right to be provided with clear, transparent and easily understandable information about how we use your information and your rights. This is why we’re providing you with the information in this Policy.

**The right of access.** You have the right to obtain access to your information, and certain other information (similar to that provided in this Privacy Policy). This is so you’re aware and can check that we’re using your information in accordance with data protection law.

**The right to rectification.** You are entitled to have your information corrected if it is inaccurate or incomplete.

**The right to erasure.** This is also known as ‘the right to be forgotten’ and, in simple terms, enables you to request the deletion or removal of your information where there is no compelling reason for us to keep using it. This is not a general right to erasure; there are exceptions.

**The right to restrict processing.** You have rights to ‘block’ or suppress further use of your information. When processing is restricted, we can still store your information, but may not use it further. We keep lists of people who have asked for further use of their information to be ‘blocked’ to make sure the restriction is respected in future.

**The right to data portability.** You have rights to obtain and reuse your personal data for your own purposes across different services. For example, if you decide to switch to a new provider, this enables you to move, copy or transfer your information easily between our IT systems and theirs safely and securely, without affecting its usability. This is not a general right however and there are exceptions.

**The right to object to processing.** You have the right to object to certain types of processing, including processing for direct marketing (i.e., receiving emails from us notifying you about other services we provide which we think may be of interest to you or being contacted with varying potential opportunities). You may change your preferences regarding email or newsletters as described above.

**The right to lodge a complaint.** You have a right to lodge a complaint with your local Data Protection Supervisory Authority or with the UK Information Commissioner’s Office:  
<https://ico.org.uk/for-the-public>.

**The right to withdraw consent.** If you have given your consent to anything we do with your personal data (i.e., we rely on consent as a legal basis for processing your personal information), you have the right to withdraw your consent at any time (although if you do so, it



does not mean that anything we have done with your personal data with your consent up to that point is unlawful). You can withdraw your consent to the processing of your personal information at any time.

## Tracking Options

### Tracking Technologies Generally

You can control the use of your data for interest-based advertising from CSS by visiting [this form](#).

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options so you may need to set them separately. Also, tools from commercial browsers may not be effective with regard to Flash cookies (also known as locally shared objects), HTML5 cookies, or other Tracking Technologies. For information on disabling Flash cookies, go to Adobe's website <http://helpx.adobe.com/flash-player/kb/disable-third-party-local-shared.html>. Please be aware that if you disable or remove these technologies, some parts of the Service may not work and that when you revisit the Service your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations.

App-related Tracking Technologies in connection with non-browser usage (e.g., most functionality of a mobile app) can only be disabled by uninstalling the app. To uninstall an app, follow the instructions from your operating system or device manufacturer.

Your browser settings may allow you to automatically transmit a "Do Not Track" signal to online services you visit. Note, however, there is no consensus among industry participants as to what "Do Not Track" means in this context. Like many online services, CSS currently does not alter CSS's practices when CSS receives a "Do Not Track" signal from a visitor's browser. To find out more about "Do Not Track," you can visit <https://allaboutdnt.com/> but CSS is not responsible for the completeness or accuracy of this third party information. Some third parties, however, may offer you choices regarding their Tracking Technologies. CSS is not responsible for the completeness or accuracy of third-party choice notices or choice mechanisms. For specific

information on some of the choice options offered by third party analytics and advertising providers, see the next section.

## Analytics and Advertising Tracking Technologies

You may exercise choices regarding the use of cookies from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or downloading the Google Analytics Opt-out Browser Add-on.

You may choose whether to receive some Interest-based Advertising by submitting opt-outs. Some of the advertisers and Service Providers that perform advertising-related services for us, and our partners may participate in the Digital Advertising Alliance's ("DAA") Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, visit <http://www.aboutads.info/choices/> and <http://www.aboutads.info/appchoices> for information on the DAA's opt-out program for mobile apps. Some of these companies may also be members of the Network Advertising Initiative ("NAI"). To learn more about the NAI and your opt-out options for their members, see <http://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt out of certain kinds of Interest-based Advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain Interest-based Advertising to you but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you subsequently erase your cookies, use of a different device or web browsers or use a non-browser-based method of access (e.g., mobile app), your NAI /DAA browser-based opt-out may not, or may no longer, be effective.

CSS supports the ad industry's 2009 Self-regulatory Principles for Online Behavioral Advertising (<https://www.iab.net/media/file/ven-principles-07-01-09.pdf>). CSS is not responsible for effectiveness of, or compliance with, any third-parties' opt-out options or programs or the accuracy of their statements regarding their programs.

## Global Privacy Control

You may use an Opt-Out Preference Signal such as the Global Privacy Control (“GPC”) to opt out of the sale/sharing of your personal information. GPC is a technical specification in your browser settings that you can use to automatically inform websites of your privacy preferences with regard to third party online tracking. To find out more about and set up GPC, please visit <https://globalprivacycontrol.org/#about>.

If you do not have an account, or are not logged into your account, your request to opt-out will be linked to your browser identifier only and not linked to your account. You may also opt out by using [this form](#).

## Other Platforms

You may also opt-out of targeted advertising on specific devices using the instructions below:

- Amazon Fire TV: Navigate to 'Settings' > 'Preferences' > 'Privacy' and disable "Interest Based Ads" and select "Reset Advertising ID"

- AppleTV: Navigate to 'Settings' > 'General' > 'Privacy' > 'Advertising' and enable "Limit Ad Tracking" and select "Reset advertising Identifier"

- Roku: Navigate to 'Settings' > 'Privacy' > 'Advertising' and enable "Limit Ad Tracking" and select "Reset Advertising Identifier..."

- Xbox One / HTML 5: Navigate to 'Settings' > 'Account > 'Privacy & Online Safety' > 'App privacy' > 'General' and check to ensure that "Enable Advertising Identifier" is disabled.

- Xbox 360: Navigate to 'System' > 'Settings' > 'Account' > 'Privacy and Online Safety'

- > 'App Privacy' > 'General' > deselect "Enable Advertising ID"

- Samsung TV: Navigate to 'Settings' > 'Support' > 'Terms & Policy' > "Internet Based Advertising" > and deselect "Enable to make the content and advertising on Smart TV more interactive."

- Vizio TV: Navigate to 'HDTV Settings app' > 'System' > 'Reset & Admin' > Highlight 'Viewing Data' > Press right arrow to change the setting to "Off"

## Mobile Apps

With respect to CSS' mobile apps ("apps"), you can stop all collection of data generated by use of the app by uninstalling the app. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain location-based services, by adjusting the permissions in your mobile device. For example:

- Android Phone/Tablet: Navigate to 'Settings' > 'Privacy' > 'Ads' and enable "Opt out of

Ads Personalization" and select "Reset Advertising ID"

- Apple Phone/Tablet: Navigate to 'Settings' > 'Privacy' > 'Advertising' and enable "Limit Ad Tracking" and select "Reset Advertising Identifier..."

## Communications

You can opt out of receiving certain promotional communications (emails or text messaging) from CSS at any time by (i) for promotional emails, following the instructions provided in emails to click on the unsubscribe link, or if available by changing your communication preferences by logging onto your account; and (ii) for text messages, following the instructions provided in text messages from CSS to text the word, affect subsequent subscriptions. If you opt-out of only certain communications, other subscription communications may continue. Even if you opt-out of receiving promotional communications, CSS may, subject to applicable law, continue to send you non-promotional communications, such as those about your account, transactions, servicing, or CSS's ongoing business relations.

## Audience Measurement

The Service may feature Nielsen proprietary measurement software, which will enable you to contribute to market research, such as Nielsen TV Ratings. To learn more about the information that Nielsen software may collect and how to opt out, please see the Nielsen Digital Measurement Privacy Policy at <http://www.nielsen.com/digitalprivacy>

## California Users

### Shine the Light

CSS only knowingly shares personal information (as defined by California's "Shine the Light" law), with non-affiliated third parties (i.e., parties other than our affiliated Crackle Plus Companies) for their own direct marketing purposes if you specifically opt-in or are offered the opportunity to opt-out and elect not to opt-out, to such sharing at the time you provide personal information or choose to participate in a feature on the Service. If you do not opt-in or if you opt-out at that time, CSS will not knowingly share the personal information that was collected in connection therewith with such identified non-affiliated third party(ies) for its/their own direct marketing purposes but may continue to seek your consent to sharing with the same or other non-affiliated third parties for their own direct marketing purposes from time-to-time. Each consent notice and opportunity will be treated separately so it is possible that you may consent to some sharing but not to others.

In addition, California residents may request information about CSS' compliance with the Shine the Light law and the CSS Companies with which CSS may have shared personal information for their direct marketing purposes by contacting CSS here or by sending a letter to Crackle Plus, LLC at PO Box 700, Cos Cob, CT 06807 (Attention: Privacy Program, Information Security). Requests must include "California Privacy Rights Request" in the first line of the description and include your name, street address, city, state, and ZIP code. Please note that CSS is only required to respond to one request per customer each year, and CSS is not required to respond to requests made by means other than through the provided e-mail address or mail address.

## California Privacy Notice

The California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act of 2020 ("CPRA"), and any implementing regulations provide California residents specific rights regarding personal information. CSS is providing this notice at or before the point of collection to explain whether we sell or share personal information, how long we retain data, and how we may use "sensitive personal information."

If you have a specific question or concern about your rights, or questions about our policy in support of your rights as a Californian consumer, please contact us through our email or mailing address in the "Questions about our Privacy Policy" section below. You may also submit a request [here](#).

## **Categories and Specific Pieces of Personal Information**

Identifiers such as first and last name, alias, postal

address, unique personal identifier, online identifier,

IP address, email address, account name, phone number, or other similar identifiers

Characteristics of protected classifications under California or Federal

Law, such as age and gender

Commercial information, streaming history, device manufacturer, or carrier

## **Sources of Personal Information**

You, your device, Analytics, apps, consent

forms, customer service,  
job applications, lists that were rented or bought, research,

sales, third party advertisements, vendor  
and partner registration, website

You (if you provide when you apply for a job or register for an account)

Analytics, apps, consent  
forms, customer service, eCommerce or orders,

events, third party advertisements,

### **Business or Commercial Purpose for Collection**

Provide our services, manage customer requests, provide  
support, operate rewards program, collect feedback, send email communications, analytics,  
optimize contextual marketing experiences

Ensure compliance with legal obligations

Provide and improve our services, provide support, collect feedback,, analytics, optimize  
marketing



**Service Providers With Whom We Share Personal Information that is not considered a Sale under CCPA**

Service providers, consultants, marketing agencies, marketing service providers, marketing software providers,  
help desk software providers, subsidiaries and/or affiliates

**Potential Partners With Whom We Share or Sell Personal Information under CPRA**

Advertising technology companies, advertising partners, and analytics providers

Affiliates

Service providers, consultants, marketing agencies, marketing service providers, marketing

N/A

Advertising technology companies, advertising partners, and analytics providers

Internet or other electronic network activity information, including, but not limited to, browsing history, search history and information regarding a consumer's interaction

with an internet website, application or advertisement

Geolocation data: Our online services don't collect precise geolocation data from GPS sensors. However, we do collect IP addresses from which we can determine your general location (such as your city, state/province, and postal code).

sales, website

Analytics, apps, consent forms, customer service, eCommerce or orders,

events, job applications, lists that were rented or bought, research, sales, third party advertisements, vendor

and partner registration, website

Your browser, computer, or device

experiences

Personalization of your experience; provide and improve the Services; provide advertisements, Conduct a sale, manage customer service requests, provide

support, collect feedback, event registration and management, send email communications, analytics, optimize marketing experiences

Provide and improve the Services; prevent fraud and ensure the security of our services; provide contextual advertisements

software providers,  
help desk software providers, subsidiaries and/or affiliates

Service providers, consultants, marketing agencies, marketing service providers, marketing software providers,  
help desk software providers, subsidiaries and/or affiliates

Service providers, consultants, marketing agencies, marketing service providers, marketing software providers,  
help desk software providers, subsidiaries and/or affiliates

Advertising technology companies, advertising partners, and analytics providers

Advertising technology companies, advertising partners, and analytics providers

Audio, electronic, visual, thermal, olfactory or similar information: We may collect photos, audio and/or video of you in certain circumstances. For example if you contact customer service, we may record the call (voice recording).

Inferences: We have a content recommendation s system that strives to predict what you'll be in the mood to watch or buy when you visit our sites or log in.

You

Customer Service

Service providers, consultants, help desk software providers, subsidiaries and/or affiliates

N/A

You, your browser, computer, or device

Personalization of your experience, Provide and improve the Services; provide advertisements

Service providers, consultants, marketing agencies, marketing service providers, marketing software providers,  
help desk software providers, subsidiaries and/or affiliates

Channel Partners and marketing service Provider, web analytics providers, Advertising technology companies and advertisers

We obtain the categories of personal information from sources as described in the CSS Privacy Policy. We use and share personal information as described in the CSS Privacy Policy. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We will retain your personal information for the length of time needed to fulfill the purposes outlined in this privacy policy unless a longer retention period is required or permitted by law.

## YOUR CALIFORNIA PRIVACY RIGHTS

The CCPA/CPRA provides California residents (consumers) with specific rights regarding their personal information. If you are a resident of California you have the right to request what information we collect, use, and disclose. This includes the categories of personal information and the specific pieces of personal information. You may also request the sources of personal information collected about you, the purpose for collecting the personal information. You also have the right to request that we delete your information or to correct your information.

The CCPA/CPRA also gives California residents the right to stop the “sale” or “sharing” of their personal information. CSS utilizes Tracking Technologies including for example, cookies and tracking pixels, that help us, and others better understand you and serve you more relevant content and ads. To opt out of certain Tracking Technologies, please see the [Tracking Options](#) Section of this Privacy Policy. CSS may sell or share your personal information such as online identifiers, internet protocol address, or other similar identifiers to our advertising partners. We may also sell or share internet or other Electronic Network Activity Information with our affiliates, advertising partners, data analytics providers, and audience measurement companies.

To opt out of sharing, you may set your browser GPC which is a technical specification in your browser settings that you can use to automatically inform websites of your privacy preferences with regard to third party online tracking. To find out more about and set up GPC, please visit <https://globalprivacycontrol.org/#about>. You may also contact us as described below or submit a request to us [here](#). You can also opt-out of the sale of personal information that is automatically collected from our Sites by changing your preferences at any time by updating your 'Cookies Settings' available on our website.

We do not have actual knowledge that we sell any personal information of individuals under the age of 16.

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. CSS does not knowingly collect information from children. If you believe we have collected information about your child, you may also make a verifiable consumer request on behalf of your child. You may only make a verifiable consumer request for access or data portability twice within a 12-month period.

The verifiable consumer request must:

Provide sufficient information that allows us to reasonably verify you are the person we collected personal information or an authorized representative.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services. Notice of Financial Incentive and Right to Opt Out.

As described in the [terms of service](#) for the Crackle Rewards Program, when participants sign up for the Program, they agree to allow Crackle and its Program-related service providers ("Crackle"), to (i) collect personal information and information on your use of Crackle Rewards and (ii) share the information with our service providers, as defined our Privacy Policy, to facilitate participation in the Rewards Program. Crackle uses the information it collects through the Program to operate the Rewards Program. Under California law, Rewards Programs may be considered a financial incentive provided in exchange for the collection and retention of personal information.

While we do not assign a monetary value to the data that we collect, based on our reasonable estimate, the value received from the insights and the Program is reasonably equal to or greater than the value Crackle receives from the use of this information. To the extent that we provide programs that may be considered a financial incentive because the program is directly or reasonably related to the collection, deletion or retention of consumer personal information, the value is reasonably related to the overall value we receive from the personal information



participants provide specific to the program minus the costs and expenses we incur in providing the program. Participation in our rewards program is voluntary and you can withdraw at any time. Please refer to [our FAQs page](#) to learn more about the rewards program.

You may opt out of the rewards program by going to the settings menu and toggling the button to read “opt-out”. If a Participant opts-out of their Rewards Account, all of your data associated with your Rewards Account will be immediately and permanently deleted. Participants forfeit their Rewards Points and Sponsor will not be able to provide any customer service related to any previous transactions associated with their Rewards Account once a Participant has opted-out. If Participant elects to re-enroll in the Program after they have opted-out of their Rewards Account, they may do so, but will start with a zero Point balance. For more information about our Rewards Program, please see our [FAQs](#).

CSS will make good faith efforts to make requested changes in CSS then-active databases as soon as practicable, but it is not always possible to completely change, remove or delete all of your information or public postings from CSS’ databases and residual and/or cached data may remain archived thereafter. Further, we reserve the right to retain data (a) as required by applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained except to the extent prohibited by applicable law. To submit individual right’s requests that apply in your region, please [click here](#).

**2021**

**Right to Know**

**Right to Delete**

**Opt Out/Do Not Sell**

**Received Complied 4 1**

**7 5**

**16 9**

**Denied Days to Complete 3 13**

**2 8**

**7 9**

*\* Denied means that the request was not verifiable or was denied on other grounds.*

## Virginia Users

In addition to a right to access, receive a copy, delete, and correct your data, the Virginia Consumer Data Protection Act (VCDPA), Consumers have the right to make a request to opt-out of: (1) targeted advertising; (2) the “sale” of personal data; and (3) profiling in furtherance of decisions that produce legal or similarly significant effects.

To do so, please contact us as described below or submit a request to us [here](#). You can also opt-out of the sale of personal information that is automatically collected from our Sites by changing your preferences at any time by updating your ‘Cookies Settings’ available on our website or using the GPC.

## Nevada Users

Nevada residents have the right to make a request to opt out of the sale of certain "covered information" collected by operators of websites or online services.

To do so, please contact us as described below or submit a request to us [here](#). You can also opt-out of the sale of personal information that is automatically collected from our Sites by changing your preferences at any time by updating your 'Cookies Settings' available on our website or using the .

## Changes to this Policy

CSS reserves the right to revise and reissue this Privacy Policy at any time. Any changes will be effective immediately upon posting of the revised Privacy Policy and your continued use of the Service indicates your consent to the Privacy Policy then posted. If you do not agree, discontinue use of the Service and uninstall Service downloads and applications. If you have a subscription to a Service offering, material changes to this Privacy Policy will only become effective with respect to the aspect of that subscription at the end of the then current term unless you otherwise consent.

## Contact CSS

To submit individual right's requests that apply in your region, please click [here](#).

If you have any questions about this Privacy Policy or would like to appeal a denial of a consumer right, where applicable by law, please contact Crackle Plus, LLC at PO Box 700, Cos

Cob, CT 06807 (Attention: Privacy Program, Information Security) or via email at [privacyqueries@chickensoupforthesoul.com](mailto:privacyqueries@chickensoupforthesoul.com).