

# Our Privacy Commitment

At AIM (Active Interest Media) and its subsidiaries and corporate affiliates, we prioritize your privacy. We want you to understand how we collect, use, and share your information, as well as how you can exercise your privacy rights and preferences. If you have any questions, please don't hesitate to reach out to us. You can find our contact information in the "How To Contact Us" section at the end of this document.

We've developed this Privacy Policy to provide clarity on AIM's practices regarding the collection, use, and disclosure of personally identifiable information (referred to as "Personal Information"). This includes data such as your name, age, mailing and billing address, email address, IP addresses, credit card or banking information, device type, and any other information that may reasonably identify you or your household, including internet activity and commercial buying habits. This policy applies to our websites (individually and collectively referred to as the "Site(s)"), as well as other interactive properties such as our mobile applications, text marketing services, and online courses.

Privacy Policy extends to:

1. AIM applications, regardless of how they are accessed or used (via personal computers, mobile devices, or otherwise).
2. AIM email and electronic newsletters.
3. AIM text marketing services.
4. AIM's offline collection of information (telephone and traditional mail).
5. Any other means or applications through which you connect with us or our products, programs, and services.

Our websites and other AIM interactive properties are collectively referred to as "AIM Applications." This Privacy Policy is available at the designated URL <https://www.aimmedia.com/privacy-policy/> and is incorporated into and subject to AIM's [Terms of Service](#).

**By accessing or using AIM Applications, you acknowledge that you have read, understood, and agreed to be bound by the [Terms of Service](#) and this Privacy Policy, including its arbitration provision. If you do not agree to these terms, you must discontinue using AIM Applications.**

**To Residents of California, Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Nevada, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia:**

This Privacy Policy describes the rights of residents under certain state laws pertaining to our use of Personal Information and outlines procedures for exercising such rights. These are addressed below in the sections titled, "Notice of Privacy Rights of California Residents" and "Notice of Privacy Rights of Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Nevada, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia, Residents".

**To Residents of the European Economic Area:**

This Privacy Policy will govern the use of Personal Information of European Union data subjects when AIM Applications are used by such consumers. These are addressed below in the section titled, "Privacy Rights of Users in the European Economic Area (EEA)".

# HOW WE COLLECT PERSONAL INFORMATION AND WHY

- **Information You Provide To Us Directly**

- **Contacting Us.** When you sign up for our products, programs or services, or provide your information for a AIM activity, these transactions create a business relationship with us whereby we collect, receive and use the Personal Information you provide for the business and commercial purposes designated herein and pursuant to this Privacy Policy and our [Terms of Service](#). When you contact us for customer service purposes, we may record your interaction with our customer service representatives for training and quality assurance purposes. We may send you information about AIM using the information you provide by telephone or e-mail. If you do not want us to communicate with you by either of these means, please click the "Unsubscribe" link in the emails or email us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com) or at the email address provided in the "How to Contact Us" section at the end of this document.
- **Registration Information.** We collect your Personal Information when you create an account on a AIM website, register on a AIM membership site, register for AIM programs such as online courses, download whitepapers, use AIM Applications, update your profile, or interact with other users. This Personal Information may include your name and address, email address, username, and professional or employment related information. We collect and store your information in order to process and service your account, provide content, and provide the best possible experience on AIM Applications
- **Billing and Commercial Information.** We collect billing and credit card information which may be shared with third party payment processors for the purpose of completing a transaction, such as fulfilling orders and processing payments. When you purchase AIM products and services, we also store transactional information such as your purchase history.
- **Surveys and Promotions.** We may request information from you through voluntary surveys, contests, or sweepstakes. The information requested typically includes your name, telephone number, email, and mailing address. For surveys, the information is collected and used to monitor or improve the use and satisfaction of AIM Applications. For contests and sweepstakes, the information is collected and used to notify contest winners, award prizes, and report winners' information to sponsors of these contests or sweepstakes, and as required by law.
- **User Generated Content.** Information you disclose while using public e-mail services, chat areas, messaging tools, or other interactive forums accessed through AIM Applications which are designed to facilitate your communication with others or post content on the Sites ("Communication Services"), becomes public information, subject to redistribution. There is no expectation of privacy when participating on the Communication Services to protect the integrity of AIM Applications and meet our obligations under applicable laws. If you post content, such as messages, photos, and videos, your Information contained in such content is accessible to registered users or visitors to that AIM Application or Communication Service, and we have no control over how those users may use your information. We have the right, but not the obligation, to monitor activity and content associated with the Communication Services. We reserve the right to take action in connection with content we deem inappropriate. Review our [Terms of Service](#) for more information regarding your use of these areas.
- **Information You Provide About a Third Party.** If you communicate with someone else from a AIM Application, such as send an invitation to a friend or give a gift, the information you provide about the other person (name, e-mail address, etc.) is used to facilitate the communication or gift and not for any marketing purpose, unless we obtain consent from that person, or we explicitly say otherwise. If that person becomes a subscriber to our publications, his/her information will be treated in the same manner as all other subscribers. When you use any send-to-a-friend functionality on AIM Applications, your email address may be included in the communication sent to your friend.

- **Information You Provide to Us Indirectly.**

In addition to Personal Information or other information you submit to us directly, we and our third-party service providers may use technologies that automatically (or passively) collect information when you visit or interact with AIM Applications or AIM emails or electronic newsletters ("Usage Information"). This may include your browser, the URL that referred you to AIM Applications, or AIM email or electronic newsletters that you interact with, and the time of day, among other information. We may use this Usage Information for a variety of purposes, including enhancing or improving AIM Applications. We also collect your IP address or other unique identifier ("Device Identifier") of your computer or other device used to access AIM Applications (any, a "Device"). A Device Identifier is a number that is automatically assigned to the device used to access AIM Applications, and our computers identify your device by its Device Identifier. A few of the tracking technologies that may be used on our Site to collect Usage Information for business and commercial purposes include, without limitation, the following:

- **Cookies.** A cookie is a data file placed on a Device when it is used to visit the Site. Cookies may be used to remember you and your preferences, to track your visits to our web pages, or to collect information for record keeping and make it easier to navigate the Site. Cookies are stored on users' hard drives. We use both "session ID cookies" and "persistent cookies." Session ID cookies are used to store information while a user is logged into the Site and they expire when the user closes their browser. Persistent cookies are used to make tasks like logging into the Site easier for returning users by remembering a user's login information. Persistent cookies stay on a user's hard drive from one session to the next. You can choose to have your computer warn you each time a persistent or session cookie is being sent, or you can choose to turn off such cookies through your browser settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies.

We use cookies to enable functions on our websites, personalize content and ads, improve our website functionalities, provide social media features, and analyze our website traffic. In so doing, we may share Usage Information with third party social media, advertising, and analytics organizations that may combine it with other information that you've provided to them or that they've collected from your use of their services.

Cookies we use fall into the following categories:

- **Essential Cookies.**

These cookies help make our websites usable by enabling basic functions like page navigation and access to secure areas of the websites. The websites cannot function properly without these cookies. We may use third party service providers for essential cookies.

- **Advertising Cookies.**

These allow us to know whether or not you've seen an advertisement or a type of advertisement, and how long it is since you've seen it. We also use cookies for the purposes of targeted advertising. We may use cookies set by a third party so we can more accurately target advertising to you. For example, we may show an advertisement about woodworking tools if you have recently visited the tool section of our woodworking Site.

- **Social Networking Cookies.**

These are used to enable you to share pages and content that you find interesting on our websites through third party social networking and other websites. These cookies may also be used for third party advertising purposes.

### ■ **Third Party Analytics Cookies.**

These cookies help us track site metrics and user behavior behind the scenes to improve and optimize our Sites. This data includes information about what pages were visited, what links were clicked, what terms were searched for, and they provide information on the success of our marketing campaigns. This data is used to help determine how our websites can be customized to provide a better user experience. These cookies are not intended to collect information that AIM can use to identify you, and the usage activity is meant to remain anonymous and is only used to improve how our websites work.

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set, visit: [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

- **Web Beacons.** Small graphic images or other web programming code called web beacons (also known as "1×1 GIFs" or "clear GIFs") may be included in our web pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to our Sites, monitor how users navigate the Sites, count how many e-mails that were sent were actually opened, or count how many particular articles or links were actually viewed
- **Embedded Script.** An embedded script is programming code that is designed to collect real-time information about your interactions with AIM Applications, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third-party service provider, is active only while you are connected to the Sites, and is deactivated or deleted thereafter.
- **Other Information We Collect From Third Parties.** We may acquire information from other trusted sources to update or supplement the information you provided or that we collected automatically, such as to validate or update your address or other demographic and lifestyle information. We use this additional information to help us maintain the accuracy of information we collect, to target our communications so that we can inform you of products, services, programs, and offers that may be of interest, and for internal business analysis or other business purposes.
- **Third Party Analytics Technologies.** As stated above, we use third party analytics and other tools to better understand who is using AIM Applications, how people are using AIM Applications, how to improve the effectiveness of AIM Applications, and to help us serve targeted content. Those third-party analytic companies may use cookies, pixel tags, or other technologies to collect and store information such as time of visit, pages visited, time spent on each page of the AIM Applications, Device Identifiers, type of operating system and browser used, and other websites you may have visited.

## HOW WE USE AND DISCLOSE YOUR INFORMATION

- **Use of Information by Us.** In addition to the purposes described above, we may use information we collect about you: (1) to inform you about services or to process transactions you agreed to or requested, for example, by sending you notices about your account or your subscriptions, which may include order confirmations, renewal notices, invoices, customer service notifications, or service-related announcements; (2) to inform you about our, or a third party's, products, programs or services, including through direct mail offers; (3) to improve AIM Applications or your use of these

Applications and to customize your experience; (4) to contact you regarding your use of the Site and, in our discretion, changes to the Site's and/or the Sites' policies; (5) for internal business purposes; (6) for purposes disclosed at the time you provide your information (such as to communicate with sweepstakes winners) or as otherwise set forth in this Privacy Policy; or (7) as otherwise required by law.

We may provide targeted promotional offers and product news on behalf of other companies based on the information you have provided to us. If you do not want to receive promotional offers or communications from us, you may click the Unsubscribe link in the body of the communication or contact **Customer Service** Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "**How to Contact Us**" section at the end of this document. If you are a current subscriber, please remember to include your account number, mailing address, and phone number in your communication. Even if you opt-out of receiving our promotional communications, we may continue to send you necessary electronic service notifications related to your account(s) and other products and services you have requested, or in which you are currently enrolled. You may not opt-out of receiving transactional communications which are necessary to the operation of our services and are not promotional in nature. We will only share or disclose your Personal Information to third parties when: (1) sharing is necessary for the performance of a contract or service to which you are a party, (2) we are required to do so by law, (3) sharing is required to protect your vital interests or those of another person, (4) sharing is to fulfill purposes disclosed at the time you provide your information, and with your permission or at your direction, such as for marketing or delivering desired content, or (5) sharing is necessary for our legitimate commercial interests, unless those interests are overridden by your rights and preferences.

- **Service Providers.** We may use third party service providers to help us operate our business and AIM Applications or to administer activities on our behalf. We may share your information with these third parties for those limited purposes and pursuant to contracts with such service providers.
- **Third-Party Electronic Promotional Offers.** With your permission or at your direction, or as a requirement to register for certain products or services, such as webinars, we may share your Personal Information or other information about you with third parties for them to provide you marketing offers through email. If you later do not want us to share your Personal Information with other companies to receive their offers, you may email us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com); or contact **Customer Service** Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "**How to Contact Us**" section at the end of this document.
- **Third-Party Advertisers.** We use third party ad servers and ad networks to serve advertisements when you visit the Sites. These companies, and the advertisers themselves, may use information about your visits on our Sites and other websites in order to provide advertisements about goods and services of interest to you. While serving advertisements to our Sites, these third-party ad servers or ad networks use technology to send, directly to your Device, the advertisements and links that appear on the Sites. They automatically receive your Device Identifier when this happens. They may also use tracking technologies, such as cookies, to measure the effectiveness of their advertisements and to personalize the advertising content.

Thus, some of the advertisements you see on our websites are provided by third party organizations. These organizations may use their cookies to anonymously target advertising to you on other websites, based on your visit to AIM websites. Therefore, this Privacy Policy does not apply to, and we cannot control the activities of, such advertisers, ad servers, or ad networks after you leave our Sites. You should consult the respective privacy policies of any advertisers on our Sites to see your options for opting out of their use of such devices.



In addition, some ad servers and ad networks 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 from ad servers and ad networks on our Sites, you may continue to receive advertising and promotional messages after you opt-out, but it will not be customized or personalized to you based on your use of our Sites and/or third-party websites.

If you would like more information about advertisers' use of tracking technologies and your option not to accept these cookies, you can go to: [optout.networkadvertising.org](https://optout.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: [youradchoices.com/control](https://youradchoices.com/control)

- **Co-Branded Areas.** Certain areas and content on our Sites may be provided to you by third parties such as sponsors or ad partners ("Co-Branded Areas") and may request that you disclose Personal Information to them to access the content or service. Such Co-Branded Areas will identify the third party. If you register for products or services at Co-Branded Areas, you are providing your information to both us and to the third party. Your Personal Information will be subject to this Privacy Policy as well as the privacy policy and practices of such third parties. You should consult the respective privacy policies of those third-party sponsors or advertisers to learn more about their privacy practices.
- **Sweepstakes, Contests, and Promotions.** We may offer sweepstakes, contests, and other promotions (a "Promotion") through AIM Applications that require registration and are governed by Official Rules. When you enter a Promotion, we may ask for Personal Information including your name, address, telephone number, and email address for administration of the Promotion and to notify winners. Such Personal Information may be disclosed to third parties for prize fulfillment and as required by law, (to post a winners' list or report winnings). If you win a Promotion, we may share with the sponsor of the Promotion your name, voice, image, biographical information, and/or likeness, and we or the sponsor of the Promotion may use your name, voice, image, biographical information, and/or likeness in advertising or marketing associated with the Promotion as described in the Promotion's Official Rules. In addition, we may share your name and email address with the sponsor of the Promotion for them to market their products to you. You may later opt-out of this data sharing by emailing us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com).
- **Legal Matters; Safety.** If required or permitted by law (including, but not limited to court order, subpoena, investigation of suspected fraud, illegal acts, violations of our [Terms of Service](#), or activity that may expose us to legal liability), we may disclose your information, communications sent or received by you (including, without limitation, the contents of any chat, messaging, or communication posted in the Communication Services), and other information we have about you or your account. Additionally, we may disclose your information or communications: (1) in situations we believe to be emergencies involving potential threats to a person's physical safety or property (if we believe your information relates to that threat); or (2) when we believe the conduct of users on AIM Applications or the Communication Services is inappropriate and inconsistent with generally accepted norms of behavior.
- **Sale or Transfer of Business or Assets.** In the event that we, or any of our businesses are sold or disposed of as a going concern, whether by merger, sale of assets, or otherwise, or in the event of an insolvency, bankruptcy, or receivership, Personal Information of our customers, visitors, and users may be one of the assets sold or merged in connection with that transaction. Information about our customers, visitors, and registered users may also need to be disclosed in connection with a commercial transaction where we or any one of our businesses are seeking financing, investment, support, or funding.

# ACCOUNT DEACTIVATION; CHANGES OR DELETION OF YOUR PERSONAL INFORMATION

If you want to change Personal Information you provided to us, or deactivate an account with us, please email us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com) or contact **Customer Service** Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "**How to Contact Us**" section at the end of this document. We will be happy to review, update, or remove information, as requested.

If you deactivate your account, you will not be able to sign into AIM Applications or access your Personal Information, but you can open a new, separate account at any time. If you deactivate your account, we may still retain information associated with your account for analytical purposes and record keeping, as well as to prevent fraud, resolve disputes, enforce our [Terms of Service](#) or other policies, or take actions we deem necessary due to technical and legal requirements and constraints related to security, integrity, and operation of our AIM Applications. Please note that deactivating an account does not mean you are deleting your account or information.

If you want to delete your Personal Information collected through our Sites, please contact us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com), or contact **Customer Service** Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "**How to Contact Us**" section at the end of this document.

In addition, if certain information has already been provided to third parties as described in this Privacy Policy, we will take all reasonable steps to notify the third parties that you have requested to delete your data, but we cannot guarantee that all third parties will honor this request.

## CHOICE AND OPT-OUT

You may remove your information from our database to stop future marketing communications from us, close your account, or opt-out of our sharing information with third parties for marketing purposes by emailing us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com) or contacting **Customer Service** Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "**How to Contact Us**" section at the end of this document. If you prefer not to receive electronic promotional communications, including text messages, you can opt-out by following the Unsubscribe instructions included in each communication. Please note that changes may not be effective immediately. In each event, you must clearly indicate the information that you wish to have changed, or clearly indicate that you want to have your Personal Information removed from our database, and we will try to comply with your request as soon as reasonably possible. You may opt out of all email communications here [https://taunton.dragonforms.com/loading.do?omedasite=Global\\_Email\\_Login](https://taunton.dragonforms.com/loading.do?omedasite=Global_Email_Login).

## NOTICE OF PRIVACY RIGHTS OF CALIFORNIA RESIDENTS

The California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, "CPRA"), grants California consumers the following rights:

- **The right to know about Personal Information we have collected, used, disclosed, sold or shared about you, including any specific pieces of Personal Information.**

Specifically, you may request that a business that collects Personal Information about you disclose the following:

- The categories of Personal Information it has collected about you;
- The categories of sources from which the Personal Information is collected;
- The business or commercial purpose for collecting, selling, or sharing Personal Information;
- The categories of third parties with whom the business discloses Personal Information;
- The specific pieces of Personal Information it has collected about you.

You may also request that a business that sells or shares your Personal Information, or that discloses it for a business purpose, disclose to you:

- The categories of Personal Information that the business collected about you;
- The categories of Personal Information that the business sold or shared about you and the categories of third parties to whom the Personal Information was sold or shared, by category or categories of Personal Information for each third party to whom the Personal Information was sold or shared; and
- The categories of Personal Information that the business disclosed about you for a business purpose and the categories of persons to whom it was disclosed for a business purpose.

If you would like to request disclosure of what Personal Information we collected, used, disclosed, sold, or shared (a "Personal Information Request"), please contact us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com) or contact **Customer Service** Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "**How to Contact Us**" section at the end of this document. Please reference your full name and account number, if applicable.

**Verified Personal Information Request.** Upon receiving your request, we may need to collect further information from you—such as your address, and phone number—so that we can verify your identity and ensure that you are the one making the request. We are not obligated to act on your request until we are able to verify your identity. You have a right to make a verified Personal Information Request only twice in a 12-month period.

This notice provides information about the general categories of personal information we have collected from California residents in the preceding 12 months, the purposes for which we use the information, the sources of the information, and the categories of third parties to whom we disclose the information for business purposes. More information is available above in the sections titled, "HOW WE COLLECT PERSONAL INFORMATION AND WHY" and "HOW WE USE AND DISCLOSE YOUR INFORMATION."

### **Purpose(s) for Collection**

- To fulfill or meet the reason you provided the information, such as responding to your inquiry, processing your transaction/order, and fulfilling your magazine order and/or subscription.
- To maintain, customize, and secure your account, purchases, transactions, and payments. To provide you with support, respond to your inquiries, and enter you into our offered sweepstakes and promotions.
- To personalize and enhance your customer experience and to deliver content, product, and service offerings relevant to your interests (including targeted offers and ads through our website(s), third-party sites, and via email or mail).
- To help maintain the safety, security, and integrity of our website(s), products and services, and properties.
- To fulfill our legal obligations, contractual obligations with other businesses and service providers, and to develop our website(s), products, and services.
- To evaluate or conduct any sale or transfer of some or all of our assets, in which personal information held by AIM about users is among the assets transferred.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.



- For internal business purposes.
- As otherwise described in this Privacy Policy.
- **The right to Opt-Out of the Sale or Sharing of Personal Information**

AIM does not sell Personal Information of California consumers to third parties, and does not have actual knowledge that it sells the personal information of consumers under the age of 16. In general, we will disclose Personal Information such as your name, address, and email with third parties only at your direction or to fulfill the purposes for which you provide such information. However, certain sharing of information with our third-party analytics and digital advertising vendors may qualify as a "sale" and is considered "sharing" under the CPRA. To opt-out of certain sharing of information with our third-party analytics and digital advertising service providers, you may visit our "Do Not Sell or Share My Personal Information" web page. Additional information about how to control cookies through your browser functionality is provided in the section titled "HOW WE COLLECT PERSONAL INFORMATION AND WHY".

- **The right to have your Personal Information deleted (with exceptions).**

If you would like to have your Personal Information deleted, please contact us at [privacy@aimmedia.com](mailto:privacy@aimmedia.com) or contact Customer Service Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "How to Contact Us" section at the end of this document referencing your full name and account number, if applicable. In some instances, your Personal Information may not be deleted if it is required to be maintained to complete a transaction which you requested, for legal compliance, or to investigate security incidents.

**Verified Personal Information Request.** Upon receiving your request, we may need to collect further information from you—such as your address, phone number--so that we can verify your identity and ensure that you are the one making the request. We are not obligated to act on your request until we are able to verify your identity. Once you are verified, we will ask you to separately confirm your request for deletion.

- **The right to correct inaccurate Personal Information**

If you believe Personal Information we hold about you is inaccurate and would like it corrected, please contact Customer Service Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "How to Contact Us" section at the end of this document, referencing your full name and account number, if applicable.

**Verified Personal Information Request.** Upon receiving your request, we may need to collect further information from you—such as your address and phone number--so that we can verify your identity and ensure that you are the one making the request. We are not obligated to act on your request until we are able to verify your identity.

- **The right to limit use and disclosure of Sensitive Personal Information for certain purposes**

AIM does not collect Sensitive Personal Information as defined under the CPRA.

- **The right not to be discriminated against because you exercised any of these new rights.**

With limited statutorily recognized exceptions, you will not be disadvantaged in your ability to enjoy any of our products or services by exercising your rights under the CPRA.

- **Authorized Agents.** An authorized agent may make a request under the CPRA on your behalf. In order for an authorized agent to make a valid request, you must provide the agent signed permission to do so, verify your own identity with us, and confirm that you have provided the authorized agent permission to submit a request.

# **CALIFORNIA'S "SHINE THE LIGHT" LAW, CIVIL CODE SECTION 1798.83**

AIM maintains a policy not to disclose Personal Information of customers to third parties for the third parties' direct marketing purposes if a customer has exercised an option to opt-out of such information-sharing. If you are a resident of California and do not want us to share your Personal Information with other companies to receive their promotional emails or mailings, follow the Unsubscribe instructions that are located at the bottom of those emails, or contact Customer Service Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "How to Contact Us" section at the end of this document, referencing your full name and account number, if applicable. California customers may request further information about our approach to this law by writing to us at the same Customer Service email address referenced above.

In addition, if certain information has already been provided to third parties as described in this Privacy Policy, we will take all reasonable steps to notify the third parties that you have requested to delete your data, but we cannot guarantee that all third parties will honor this request.

A Note to Users Who Are EU Data Subjects: Notwithstanding the previous paragraph, your rights related to your Personal Information processed by us, and our use and retention of your Personal Information, are subject to your EU Data Rights as described in this Privacy Policy.

## **NOTICE OF PRIVACY RIGHTS OF VIRGINIA, COLORADO, CONNECTICUT, DELAWARE, FLORIDA, INDIANA, IOWA, KENTUCKY, MARYLAND, MINNESOTA, MONTANA, NEBRASKA, NEW HAMPSHIRE, NEW JERSEY, NEVADA, OREGON, RHODE ISLAND, TENNESSEE, TEXAS, AND UTAH RESIDENTS**

- The categories of Personal Information we process about you is set forth in the section entitled "HOW WE COLLECT PERSONAL INFORMATION AND WHY". The purposes for processing such Personal Information are set forth in the section entitled "HOW WE USE AND DISCLOSE YOUR INFORMATION". We share the Personal Information we process about you with the third parties set forth in the section titled "HOW WE USE AND DISCLOSE YOUR INFORMATION".
- Certain states may provide residents with additional rights regarding our use of their personal information. You may have the right to:
  - Confirm whether or not we are processing your Personal Information and access such Personal Information;
  - Correct inaccuracies in your Personal Information, taking into account the nature of the Personal Information and the purposes of the processing of your Personal Information;
  - Access and delete Personal Information provided by or obtained about you;
  - Obtain a copy of your Personal Information we process, in a portable and, to the extent technically feasible, readily usable format that allows you to transmit the data to another entity without hindrance, where the processing is carried out by automated means; and
  - Opt out of the processing of Personal Information for purposes of:
    - Targeted advertising;

- The sale of Personal Information; or
- Profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.
- Either limit (opt-out of) or require consent to process sensitive personal data.

You may exercise these rights by contacting Customer Service Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "How to Contact Us" section at the end of this document, referencing your full name and account number, if applicable. In the event we deny your request, you may appeal our denial by contacting us in the same manner by which you submitted your request.

We process your Personal Information for the purposes of targeted advertising, and our processing may qualify as a "sale." To opt-out of certain sharing of information with our third-party analytics and digital advertising service providers, you may visit our cookie preference tool. Additional information about how to control cookies through your browser functionality is provided in the section titled "HOW WE COLLECT PERSONAL INFORMATION AND WHY".

## PRIVACY RIGHTS OF USERS IN THE EUROPEAN ECONOMIC AREA (EEA)

- **GDPR.** AIM is the "controller" of the personal data that is the subject of this Privacy Policy. We process personal data for the purposes described above. Our legal bases for processing include, depending on the purposes of processing, to perform a contract to which you are a party, for our legitimate interests, unless those interests are overridden by your fundamental rights and freedoms, to comply with our legal obligations, and with your consent. When we process personal data to pursue our legitimate interests, those interests include personalizing and enhancing your experience and for our internal business purposes. We share personal data with the categories of recipients described in the section above entitled, "How We Use and Disclose Your Personal Information."

Under the EU General Data Protection Regulation 2016/679 ("GDPR"), effective May 25, 2018, European Union data subjects are entitled to certain specific rights with respect to processing of their personal data

Under the GDPR, in certain circumstances, you have the right to:

1. Request access to your Personal Information;
2. Request the correction of inaccurate or incomplete Personal Information;
3. Request that your Personal Information be erased;
4. Object to the processing of your Personal Information, including processing for direct marketing purposes;
5. Request that the processing of your Personal Information be restricted;
6. Request that you receive your Personal Information in order to transfer it to another data controller;
7. Withdraw at any time your consent to the use of your Personal Information; and
8. Make a complaint to an EU Data Protection Authority where you believe that we have not complied with our obligations under this Privacy Policy or applicable European data protection law (including the GDPR).

We will not transfer your Personal Information to third parties located outside of the EEA without taking steps to ensure adequate protection under the GDPR. If a third party is located in a country not

recognized by the EU Commission as providing an adequate level of protection, we will use appropriate measures, such as entering into standard contractual clauses, approved by the EU Commission, to protect your Personal Information. You may exercise any of the above rights by contacting Customer Service Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "How to Contact Us" section at the end of this document, referencing your full name and account number, if applicable.

- **A Note to Non-EU International Users.** The AIM Applications are operated in the United States and are intended for users located in the United States. However, we have developed policies and implemented practices designed to comply with regulations in the European Union and in Canada. If you are located anywhere else outside of the United States, please be aware that information we collect will be transferred to, processed, and stored in the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your Personal Information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States.
- **Your Consent to Transfer Your Personal Information to Our Website.** If you are visiting one of our Sites from outside the United States, your information will be transferred to, processed, and stored in the United States where our servers and central databases are located.

**By your agreement to use the AIM Applications and Communication Services, and your acceptance of this Privacy Policy, you consent to such transfer of your Personal Information for use in accordance with this Privacy Policy.**

- **How Long We Store Your Information.** We will retain your information for as long as necessary to fulfill the purpose for which it was collected, or as required by applicable laws or regulation, unless we have deleted your information in accordance with your request pursuant to this Privacy Policy. If you want to request that we no longer use your information, please contact Customer Service Monday – Friday 8:00 AM to 4:30 PM US Central Time at the email address or telephone number provided in the "How to Contact Us" section at the end of this document, referencing your full name and account number, if applicable.

## **ADDITIONAL IMPORTANT DISCLOSURES AND PRACTICES**

- **Nevada Residents.** Nevada's privacy law defines personally identifiable information ("PII") as a natural person's first name or first initial and last name in combination with one or more of the following data elements, when the name and data elements are not encrypted: (1) Social Security Number; (2) Driver's license number or identification card number; or (3) Account number, credit card number, debit card number, in combination with any required security code, access code, or password that would permit access to that person's financial account. We do not collect or share such PII information of Nevada residents.
- **Children's Privacy.** The AIM Applications are for a general-purpose audience and are not directed or intended for children under 13 years of age. We do not knowingly collect Personal Information from individuals under 13 years of age. If you are under 13 years of age, you should not register or provide Personal Information on AIM Applications. If we later obtain actual knowledge that a user is under 13 years of age, we will take steps to remove that user's Personal Information from our systems.
- **Do Not Track.** Our Sites do not currently take any action when they receive a Do Not Track request. Do Not Track is a privacy preference that you can set in your web browser to indicate that you do not want certain information about your webpage visits collected across websites when you have not interacted with that service on the page. For details, including how to turn on Do Not Track, visit [www.donottrack.us](http://www.donottrack.us).

- **Changes to the Privacy Policy.** We may change this Privacy Policy from time to time. The most recent version of the Privacy Policy will always be posted on our Sites, with the "Effective Date" posted at the top of the Policy. We may revise and update this Privacy Policy if our practices change, as technology changes, or as we add new AIM Applications or Communications Services, or change existing ones. If we make any material changes to our Privacy Policy or how we handle your Personal Information, we will notify you by email and on our Sites. In addition, you will know because the Effective Date of the Privacy Policy will change.

## DISPUTES

- **Arbitration.** Any dispute, controversy, or claim between us arising out of or relating in any way to this Privacy Policy, and/or any of AIM's offerings, products, services, websites, or software will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law shall apply to this arbitration agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages).

Before beginning an arbitration proceeding, you must send an individualized letter identifying yourself, your legal claims, the requested relief and requesting arbitration to

*Legal Department, Active Interest Media Holdco, Inc., 2143 Grand Avenue, Des Moines, Iowa 50312*

. Except as otherwise stated herein, the arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. You also agree to delegate the issue of arbitrability to an arbitrator. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling [+1 \(800\) 778-7879](tel:+18007787879). Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, except the filing fees will be paid by you. If you are a prevailing party, you may seek reimbursement of your fees and costs. However, AIM may seek its attorney's fees and costs if the arbitration finds your claims to be frivolous. There will be only one arbitrator, not a panel. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

- **Class Action Waiver.** We each agree that any dispute resolution proceedings or lawsuits, whether in arbitration or in a court of law, will be conducted only on an individual basis and not in a class, consolidated, or representative action. Therefore, you waive all rights to bring claims on behalf of a class of persons; however, you may still bring an individual claim for public injunctive relief and in small claims court. Nothing in this provision, however, should operate to prevent the parties from settling claims on a class-wide basis.
- **Jury Trial and Small Claims Court.** If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders.
- **No Rights of Third Parties.** This Privacy Policy does not create rights enforceable by third parties or require disclosure of any Personal Information relating to users of the website.
- **Links to Other Sites and Communities.** To the extent hyperlinks may be used to access external or third-party sites and communities, please note that these external or third-party sites and communities are not controlled by us and, therefore, are not subject to this Privacy Policy. We recommend that you check the privacy policies of each such site and community to determine how your Personal Information will be utilized by their proprietors.



- **Security.** We implement safeguards to help protect against loss, misuse, and alteration of information under our control. However, despite our efforts, no data transmission over the Internet, wireless transmission, or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot guarantee the security of any information you transmit to us.

## HOW TO CONTACT US

If you have any questions about this Privacy Policy or AIM's privacy practices, or you would like to exercise any of your rights included in this Privacy Policy, please send your email queries to [privacy@aimmedia.com](mailto:privacy@aimmedia.com); or contact Customer Service at [+1 \(800\) 333-5441](tel:+18003335441), Monday – Friday 8:00 AM to 4:30 PM US Central Time.