

# A-List Empire, Incorporated - Terms of Service

## Guidelines

### 1. Your Acceptance

- A. By using or visiting the A-list Empire website or any A-list Empire products, software, data feeds, and services provided to you on, from, or through the A-list Empire website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) A-list Empire's Privacy Policy, shown below. If you do not agree to any of these terms and, the A-list Empire Privacy Policy, please do not use the Service.
- B. You should periodically review the most up-to-date version of the Terms of Service because A-List Empire, in its sole discretion, may modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

### 2. Service

- A. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of A-list Empire, including but not limited to all products, software and services offered via the A-list Empire website, such as the A-list Empire channels, the A-list Empire "Collaborative Environment," the A-list Empire "Uploader" and other applications.
- B. The Service may contain links to third party websites that are not owned or controlled by A-list Empire. A-list Empire has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, A-list Empire will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve A-list Empire from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

### 3. A-list Empire Accounts

- A. In order to access some features of the Service, you will have to create an A-list Empire Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify A-list Empire immediately of any breach of security or unauthorized use of your account.
- B. Although A-list Empire will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of A-list Empire or others due to such unauthorized use.

### 4. General Use of the Service—Permissions and Restrictions

A-list Empire hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Service or the Content without A-list Empire's prior written authorization, unless A-list Empire makes available the means for such distribution through functionality offered by the Service.
- B. You agree not to alter or modify any part of the Service.
- C. You agree not to access Content through any technology or means other than the video playback pages of the Service itself or other explicitly authorized means A-list Empire may designate.
- D. You agree not to use the Service for any of the following commercial uses unless you obtain A-list Empire's prior written approval:
  - ❖ The sale of access to the Service;
  - ❖ The sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
  - ❖ The sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog.
- E. Prohibited commercial uses do not include:
  - ❖ Uploading an original video to A-list Empire, or maintaining an original channel on A-list Empire, to promote your business or artistic enterprise; or
  - ❖ Any use that A-list Empire expressly authorizes in writing.
- F. If you use the A-list Empire Uploader, you agree that it may automatically download and install updates from time to time from A-list Empire. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit A-list Empire to deliver these to you) as part of your use of the Uploader.
- G. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the A-list Empire servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, A-list Empire grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. A-list Empire reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
- H. In your use of the Service, you will comply with all applicable laws.
- I. A-list Empire reserves the right to discontinue any aspect of the Service at any time.

## 5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

- A. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to A-list Empire, subject to copyright and other intellectual property rights under the law.
- B. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under

these Terms of Service. You shall not download any Content unless you see a “download” or similar link displayed by A-list Empire on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of A-list Empire or the respective licensors of the Content. A-list Empire and its licensors reserve all rights not expressly granted in and to the Service and the Content.

- C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
- D. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that A-list Empire is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against A-list Empire with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless A-list Empire, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

## 6. Your Content and Conduct

- A. As an A-list Empire account holder you may submit Content to the Service, including videos and user comments. You understand that A-list Empire does not guarantee any confidentiality with respect to any Content you submit.
- B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to A-list Empire all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to A-list Empire, you hereby grant A-list Empire a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and A-list Empire's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that A-list Empire may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
- D. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant A-list Empire all of the license rights granted herein.
- E. You further agree that you will not submit to the Service any Content that contains offensive or pornographic material or that violates any applicable local, national, and international laws and regulations.

- F. A-list Empire does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and A-list Empire expressly disclaims any and all liability in connection with Content. A-list Empire does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and A-list Empire will remove all Content if properly notified that such Content infringes on another's intellectual property rights. A-list Empire reserves the right to remove Content without prior notice.

## 7. Account Termination Policy

- A. A-list Empire will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.
- B. A-list Empire reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. A-list Empire may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

## 8. Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
- ❖ A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ❖ Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - ❖ Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
  - ❖ Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
  - ❖ A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - ❖ A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to our DMCA Agent at 44075 Pipeline Plaza, Suite 225, Ashburn, VA 20147, email: [alist@myedmaster.com](mailto:alist@myedmaster.com). Requests for technical support and other communications can also be emailed to [alist@myedmaster.com](mailto:alist@myedmaster.com). You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

- B. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
- ❖ Your physical or electronic signature;
  - ❖ Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;

- ❖ A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- ❖ Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Virginia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, A-list Empire may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at A-list Empire's sole discretion.

## 9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, A-LIST EMPIRE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. A-LIST EMPIRE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. A-LIST EMPIRE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND A-LIST EMPIRE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 10. Limitation of Liability

IN NO EVENT SHALL A-LIST EMPIRE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT A-LIST EMPIRE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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

#### 11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless A-list Empire, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

#### 12. Ability to Accept Terms of Service

You affirm that you are either more than 13 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

#### 13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by A-list Empire without restriction.

#### 14. General

You agree that: (i) the Service shall be deemed solely based in Florida; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over A-list Empire, either specific or general, in jurisdictions other than Florida. These Terms of Service shall be governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Any claim or dispute between you and A-list Empire that arises in whole or in part from the Service shall be decided exclusively by arbitration to be conducted in Loudoun County, Virginia. These Terms of Service, together with the Privacy Notice published by A-list Empire on the Service, shall constitute the entire agreement between you and A-list Empire concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and A-list Empire's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. A-list Empire reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND A-LIST EMPIRE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## A-List Empire, Incorporated – Privacy Policy

There are many different ways you can use our services – to search for and share information, to communicate with other people or to create new content. When you share information with us, we can make those services even better – to show you more relevant search results and ads, to help you connect with people or to make sharing with others quicker and easier. As you use our services, we want you to be clear how we're using information and the ways in which you can protect your privacy.

Our Privacy Policy explains:

- ❖ What information we collect and why we collect it.
- ❖ How we use that information.
- ❖ The choices we offer, including how to access and update information.

Your privacy matters to A-list Empire and if you have any questions contact us at [alist@myedmaster.com](mailto:alist@myedmaster.com)

### Information We Collect

We collect information to provide better services to all of our customers.

We collect information in the following ways:

- ❖ Information you give us. For example, many of our services require you to sign up for an A-list Empire. When you do, we'll ask for personal information like your name, email address to store with your account. If you want to take full advantage of the sharing features we offer, we might also ask you to create a publicly visible profile, which may include your name and photo.
- ❖ Information we get from your use of our services. We collect information about the services that you use and how you use them, like when you watch a video on A-list Empire, visit a website that uses our advertising services, or view and interact with our ads and content. This information includes:
  - DEVICE INFORMATION
    - We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number). A-list Empire may associate your device identifiers or phone number with your A-list Empire Account.
  - LOG INFORMATION
    - When you use our services or view content provided by A-list Empire, we may collect and store certain information in server logs. This includes:
      - details of how you used our service, such as your search queries.
      - telephony log information like your phone number, calling-party number, forwarding numbers, time and date of calls, duration of calls, SMS routing information and types of calls.
      - Internet protocol address.
      - device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
      - cookies that may uniquely identify your browser or your A-list Empire Account.
  - LOCATION INFORMATION
    - When you use A-list Empire services, we may collect and process information about your actual location. We use various technologies to determine location, including IP

- address, GPS, and other sensors that may, for example, provide A-list Empire with information on nearby devices, Wi-Fi access points and cell towers.
  - UNIQUE APPLICATION NUMBERS
    - Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to A-list Empire when you install or uninstall that service or when that service periodically contacts our servers, such as for automatic updates.
  - LOCAL STORAGE
    - We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML5) and application data caches.
  - COOKIES AND SIMILAR TECHNOLOGIES
    - We and our partners use various technologies to collect and store information when you visit an A-list Empire service, and this may include using cookies or similar technologies to identify your browser or device. We also use these technologies to collect and store information when you interact with services we offer to our partners, such as advertising services or A-list Empire features that may appear on other sites.
- ❖ Information we collect when you are signed in to A-list Empire, in addition to information we obtain about you from partners, may be associated with your A-list Empire Account. When information is associated with your A-list Empire Account, we treat it as personal information.

## How We Use Information We Collect

We use the information we collect from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect A-list Empire and our users. We also use this information to offer you tailored content – like giving you more relevant search results and ads.

We may use the name you provide for your A-list Empire Profile across all of the services we offer that require an A-list Empire Account. In addition, we may replace past names associated with your A-list Empire Account so that you are represented consistently across all our services. If other users already have your email, or other information that identifies you, we may show them your publicly visible A-list Empire Profile information, such as your name and photo.

If you have an A-list Empire Account, we may display your Profile name, Profile photo, and actions you take on A-list Empire or on third-party applications connected to your A-list Empire Account in our services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your A-list Empire Account.

When you contact A-list Empire, we keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

We may use information collected from cookies and other technologies, like pixel tags, to improve your user experience and the overall quality of our services. When showing you tailored ads, we will not associate an identifier from cookies or similar technologies with sensitive categories, such as those based on race, religion, sexual orientation or health.

We may combine personal information from one service with information, including personal information, from other A-list Empire services – for example to make it easier to share things with people you know. We will not combine DoubleClick cookie information with personally identifiable information unless we have your opt-in consent.



We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

### Transparency and Choice

People have different privacy concerns. Our goal is to be clear about what information we collect, so that you can make meaningful choices about how it is used. You may modify any information that you supply to us by updating your account at any time.

You may also set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. However, it's important to remember that many of our services may not function properly if your cookies are disabled. For example, we may not remember your language preferences.

### Information You Share

Many of our services let you share information with others. Remember that when you share information publicly, it may be indexable by search engines, including A-list Empire. Our services provide you with different options on sharing and removing your content.

### Accessing and Updating Your Personal Information

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

### Information We Share

We do not share personal information with companies, organizations and individuals outside of A-list Empire unless one of the following circumstances applies:

- ❖ WITH YOUR CONSENT
  - We will share personal information with companies, organizations or individuals outside of A-list Empire when we have your consent to do so. We require opt-in consent for the sharing of any sensitive personal information.
- ❖ WITH DOMAIN ADMINISTRATORS
  - If your A-list Empire Account is managed for you by a domain administrator, then your domain administrator and resellers who provide user support to your organization will have access to your A-list Empire Account information (including your email and other data). Your domain administrator may be able to:
    - View statistics regarding your account, like statistics regarding applications you install.
    - Change your account password.
    - Suspend or terminate your account access.
    - Access or retain information stored as part of your account.

- Receive your account information in order to satisfy applicable law, regulation, legal process or enforceable governmental request.
- Restrict your ability to delete or edit information or privacy settings.

Please refer to your domain administrator's privacy policy for more information

❖ FOR EXTERNAL PROCESSING

- We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

❖ FOR LEGAL REASONS

- We will share personal information with companies, organizations or individuals outside of A-list Empire if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
  - meet any applicable law, regulation, legal process or enforceable governmental request.
  - enforce applicable Terms of Service, including investigation of potential violations.
  - detect, prevent, or otherwise address fraud, security or technical issues.
  - protect against harm to the rights, property or safety of A-list Empire, our users or the public as required or permitted by law.
- We may share non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services.
- If A-list Empire is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

## Information Security

We work hard to protect A-list Empire and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

- ❖ We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- ❖ We restrict access to personal information to A-list Empire employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

## When this Privacy Policy Applies

- ❖ Our Privacy Policy applies to all of the services offered by A-list Empire Inc., but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.
- ❖ Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include A-list Empire services, or other sites linked from our services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

## Compliance and Cooperation with Regulatory Authorities

- ❖ We regularly review our compliance with our Privacy Policy. We also adhere to several self-regulatory frameworks. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

## Changes

- ❖ Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.