DEMAND MEDIA MOBILE PRIVACY POLICY

Last Updated: May 6, 2013

By using this application or mobile site, or any products, services, sites, features or functionality associated therewith (collectively, the “Application”), you agree to be bound by this Demand Media Mobile Privacy Policy (“Mobile Privacy Policy”) in addition to such other Demand Media privacy policies or terms of use made available to you in connection with the Application or any web-based version of the Application. Certain features of the Application may require you to be a registered member or provide personal information.

This Mobile Privacy Policy describes how the Application collects, uses, shares and manages your information.

I. Data Collection and Use.

We may collect and store some or all of the following information you make available to us:

- The Application obtains the information you provide when you download, register and use the Application, such as your name, contact information, image, interests, demographic profile, credit card information, user name, password and other registration information. Registration with us is optional. However, please keep in mind that you may not be able to use some or all of the features offered by the Application unless you register with us. We may also offer you the option to complete a user profile that is visible to other users of the Application.
- Information you provide when you contact us for help

In addition, the Application may collect and store additional information automatically, such as:

- Device registration data (e.g., the type of mobile device you use, your mobile device’s unique device or advertising ID, IP address, operating system and browser type)
- Device settings (e.g., language preference)
- Mobile carrier
- Information about how you use the Application (for example, how many times you use the Application each day)
- Requested and referring URLs
- Location data collected through your device (including, for example, precise location data such as GPS and WiFi information)

We and our service providers may use this information to operate and improve the Application, our other sites, applications, products and services, or to contact you from time to time to provide you with important information, notices and marketing promotions. The Application may allow
third parties to collect any of the information described above in order to provide parts of our services as well as to provide analytical data about your use of the Application back to us.

**Advertising.** The Application is supported via advertising, and collects data to help the Application serve and display ads. We may work with analytics companies to help understand how the Application is being used, such as the frequency and duration of usage. We work with advertisers and third party advertising networks, who need to know how you interact with the Application and your device, which helps us keep the cost of the Application low or free.

Advertisers and advertising networks may access and use the information made available by you or collected by the Application, including the unique device or advertising identifier associated with your device and your precise location information, in order to help analyze and serve targeted advertising on the Application and elsewhere (including third-party sites and applications). We encourage you to review your device and Application settings to ensure they are consistent with your preferences, including with respect to the collection and use of such information. We may also share encrypted versions of information we have collected in order to enable our partners to append other available information about you for analysis or advertising-related use (on or off the Application, including third-party sites and applications). You may be able to stop further collection of certain information by the Application by updating your applicable device or Application settings, or you may uninstall the Application.

**Third party and social services.** The Application may utilize social networking or “share functionality” or may contain links to third-party sites that are not owned or controlled by Demand Media. Demand Media has no control over, and assumes no responsibility for, any share functionality or the content, privacy policies, or practices of any third-party site. You are subject to the policies of those third parties when and where applicable. By using the Application, you expressly relieve Demand Media from any and all liability arising from your use of any share functionality or third-party site accessed from the Application. We also may allow you to use Facebook Login to leverage your existing Facebook account to access features of the Application. Please review your privacy settings on your Facebook account, as those settings determine what information may be made available to us when you access the Application.

**Children.** We do not use the Application to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at legal@demandmedia.com.

**II. Sharing Information.** We may share the information you provide or that we collect:

- with advertisers, third-party advertising networks and analytics companies as described above;
- with members of the Demand Media corporate family to provide joint content and services (like registration, transactions and customer support), or to improve your experience with our Applications, products and services;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or other security issues, or respond to a government request, a subpoena or similar legal process;
• with our service providers who work on our behalf, and do not have an independent right to use the information we disclose to them; for example, they may handle credit card processing, data management, feature administration, email distribution, market research, information analysis, and promotions management; and
• if we or the Application is involved in a merger, acquisition, or sale of all or a portion of applicable stock or assets.

III. Managing Your Information. We retain information for as long as required, allowed or we believe it useful, but do not undertake retention obligations. We may dispose of information in our discretion without notice, subject to applicable law that specifically requires the handling or retention of information. You must keep your own separate back-up records. If you’d like us to delete data that you have provided via the Application, please contact us at legal@demandmedia.com and we will respond in a reasonable time. Please note that some or all of the data you provided may be required in order for the Application to function properly or may be retained in backup storage. If you reside outside the U.S., your information will be transferred to the U.S., and processed and stored there under U.S. privacy standards. By using the Application, you consent to such transfer to, and processing in, the U.S. We are concerned about safeguarding the confidentiality of your information. We provide industry-standard physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we take reasonable measures to limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

IV. Updates and Contact. This Mobile Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to this Mobile Privacy Policy by posting the new version in or via the Application. Please consult this Mobile Privacy Policy regularly for any changes. For questions about this Mobile Privacy Policy, please contact us at legal@demandmedia.com. We will do our best to respond to you in a timely and professional manner to answer your questions and resolve your concerns. In the unfortunate and unlikely event that we cannot resolve your concerns, please contact the BBBOnline at http://www.bbbonline.org/consumer/complaint.asp and follow their guidelines for initiating their dispute resolution procedures.

V. Terms of Use. Your use of the Application, and any disputes arising therefrom, is subject to this Mobile Privacy Policy as well as the Terms of Use below.

TERMS OF USE

I. Application Use. We grant you the right to use the Application only for your personal use. You may not: (a) modify, copy, publish, license, sell, or otherwise commercialize the Application or any information or software associated with the Application; (b) rent, lease or otherwise transfer rights to the Application; or (c) use the Application in any manner that could impair any Demand Media site or service in any way or interfere with any party's use or enjoyment of any Demand Media site or service. You must use the Application in compliance
with all applicable laws. You must comply with applicable third party terms when using the Application (e.g., your wireless data service agreement). Your right to use the Application will terminate immediately if you violate any provision of these Terms of Use.

The Application may not contain the same functionality available on the corresponding web version (if any).

II. Intellectual Property. Demand Media owns, or is the licensee to, all right, title and interest in and to the Application, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the Application and you will not remove, obscure or alter Demand Media’s copyright notice, trademarks or other proprietary rights notices affixed to, contained within or accessed in conjunction with or by the Application.

III. Disclaimer of Warranties. Demand Media disclaims responsibility for any harm resulting from your use of the Application. The Application and the service(s) accessible or accessed by it are provided "as is" and “as available.” Demand Media expressly disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights, and any warranties regarding the security, reliability, timeliness and performance of the Application. Your use of the Application is at your own discretion and risk. You are solely responsible for any damages to your device(s) or loss of data that results from your use of the Application. Functionality available through the Application may be subject to delays beyond Demand Media’s control, including without limitation, delays or latency due to your physical location or your wireless data service provider’s network. We do not warrant against interference with your enjoyment of the Application, that the functions contained in, or services performed or provided by, the Application will meet your requirements, that the operation of the Application will be uninterrupted or error-free, or that defects in the Application will be corrected. We may change, limit, suspend, or terminate your access to the Application at any time without notice.

IV. Limitation of Liability. Demand Media is not liable to you or any user for any use or misuse of the Application. Such limitation: (a) includes direct, indirect, incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort or otherwise (even if Demand Media has been advised of the possibility of such damages); (b) applies whether damages arise from use or misuse of and reliance on the Application, from inability to use the Application, or from the interruption, suspension, or termination of the Application (including any damages incurred by third parties); and (c) applies notwithstanding a failure of the essential purpose of any limited remedy and to the fullest extent permitted by law.

V. Indemnification. You will indemnify and hold harmless Demand Media and its affiliates, subsidiaries, officers, directors, shareholders, agents and employees, from any claim made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Application, any alleged violation of these Terms of Use, and any alleged
violation of any applicable law or regulation. Demand Media reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

VI. Changes to these Terms of Use. Demand Media reserves the right to make changes to these Terms of Use from time to time. Any material changes will take effect immediately for new users and upon the expiration of thirty (30) days after notification for current users, which notification may be provided in or via the Application or to the contact information you provided (if any) upon installing the Application (which you will keep up-to-date). If you do not agree to any change, please uninstall and discontinue using the Application. Any use of the Application after the thirty (30) day notice period constitutes your acceptance of any change.

VII. Miscellaneous Provisions. We make no representation that the Application is appropriate or available for use in any particular location. You are responsible for complying with trade regulations and both foreign and domestic laws. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and you are not listed on any U.S. Government list of prohibited or restricted parties. The Application or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Syria or any other country subject to U.S. embargo; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or on the U.S. Commerce Department's Denied Party or Entity List; and (c) to any prohibited country, person, end-user or entity specified by U.S. export laws. You agree that all matters relating to your access to or use of the Application, including all disputes, will be governed by the laws of the state of California without regard to its conflicts of laws provisions. You agree to the personal jurisdiction of and venue in the state and federal courts in Los Angeles, California, and waive any objection to such jurisdiction or venue.

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

These Terms of Use (together with the Mobile Privacy Policy and any additional terms or disclosures set forth on any mobile web version of the Application) set forth the entire understanding and agreement between us with respect to the subject matter hereof.