

Privacy Policy

Last Updated: January 31, 2022

This Privacy Policy applies only to the websites, apps, and services controlled by CuriosityStream Inc. ("we," "our," "us" or "CS") or a third party agent of CS, and other websites, apps, and services where this Privacy Policy is posted (collectively, the "Sites").

PLEASE READ THIS PRIVACY POLICY CAREFULLY BECAUSE BY USING THE SITES, YOU ACKNOWLEDGE, AS FAR AS PERMITTED BY APPLICABLE LAWS, YOU HAVE READ AND UNDERSTOOD THIS PRIVACY POLICY AND OUR PRIVACY PRACTICES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITES.

Your use of the Sites is also expressly subject to our Terms of Use, available at <https://curiositystream.com/terms/>.

IMPORTANT NOTICE REGARDING ARBITRATION: Please note the arbitration provision set forth below, which with limited exceptions and where permitted by applicable laws, requires you to arbitrate any claims you may have against CS on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

We encourage you to periodically review this Privacy Policy to keep up to date on how we are handling your personal information.

A. Information Collected

We collect two types of information from visitors to the Sites: (1) personal information; and (2) non-personal information. "Personal information" is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with you, your household, or device, such as your name, address, telephone number, email address, or company name. "Non-personal information" is information that does NOT identify you or your household personally. We note, however, that throughout time, non-personal information could become personal information through regulatory developments, technological advancements, or co-mingling with personal information. Where personal information and non-personal information are combined, we treat the combined set of information as personal information.

(1) Active Collection

We collect and store personal information from you directly, at the time you supply information to us via the Sites, in each case always insofar as permitted and only in accordance with applicable data protection laws. For instance, if you sign up for an account or contact us with a question, we may store your communications, including any personal information you include in them, so we can effectively respond to you. The information we actively collect from you may include:

- Email address, first and last name, mailing address and billing information if you subscribe to the Sites.
- Email address if you contact us with a question or seek more information about us through the Sites.
- Name and email address if you enter or otherwise communicate in a chat room, blog or other public area on the Sites or on one of CS's social networking pages.
- Email address and name if you sign up to receive a newsletter from one of the Sites or if you otherwise request information from the Sites.
- Demographic Information, which may include your gender, age, zip code and interests, which you voluntarily provide to us on the Sites. We use this information insofar as permitted by the applicable law, including obtaining your consent where required under law, to provide you with personalized services and to analyze trends to ensure the information provided by the Sites meets your needs.
- Social media information, political affiliations, and interests, to get a better idea of how to serve you (if you have consented to the processing of this personal information where such a consent is required under applicable law).
- Location information if you choose to allow us to track your location through the Sites or if your personal information indicates a certain geographic location. This information may help us provide recommendations to you based on your location, serve you with advertisements, or direct you to products or services that we believe may be of interest to you and that is marketed to people near your location as far as the use of personal information is permitted for this purpose under applicable data protection law.

(2) Passive Collection

We may collect information passively while you are visiting or interacting with the Sites. We call this “passive” collection because, if permitted by applicable data protection laws, you may not know that this information is being collected. The information we passively collect from you may include:

- Internet Protocol (IP) address. Your IP address is a number that lets computers attached to the Internet know where to send you data - such as the webpages you view. We use this information to deliver our webpages to you upon request,

to tailor our Sites to the interests of our users and to measure traffic within our Sites.

- Cookies and other similar technologies. One way that we collect information passively is through cookies, web beacons, and other similar technologies. For more information on cookies and similar technologies, please see section K below.

For your reference, we have provided a chart of the categories of personal information we may have collected about you in the past 12 months, along with the respective source(s), purpose(s), and any disclosure to third parties per each category (in each case as far as such a collection and disclosure of personal Information is permitted for the purpose(s) set out below under applicable data protection law, including obtaining your consent where required under law).

Category of Personal Information	Source(s)	Purpose(s)	Disclosure to Third Parties
Identifiers	<p>Directly from you</p> <p>Indirectly from you (e.g., from observing your actions on our Sites)</p> <p>From third party service providers, such as data analytics providers</p>	<p>To fulfill or meet the reason you provided the information, e.g., to respond to an inquiry, communicate with you, customer support, billing</p> <p>For marketing</p> <p>For understanding user experience</p>	<p>For business purposes to: payment processors, fraud screening services</p> <p>For marketing purposes to: data analytics providers, platforms</p>
Personal Information categories contained in customer records	Directly from you	<p>To fulfill or meet the reason you provided the information, e.g., to respond to an inquiry, communicate with you, customer support, billing</p> <p>For marketing</p> <p>For understanding user experience</p>	For business purposes to: payment processors, fraud screening services
Demographic Information	Directly from you	For understanding user experience	N/A

Geographic Information	Directly from you	For marketing For understanding user experience	N/A
Protected classification characteristics under California or federal law	Directly from you	To fulfill or meet the reason you provided the information	N/A
Commercial information	Directly from you	To fulfill or meet the reason you provided the information, e.g., to respond to an inquiry or process your order	Disclosure for business purposes to: payment processors, fraud screening services
Internet or other similar network activity	Indirectly from you (e.g., from observing your actions on our Sites) From third party service providers, such as data analytics providers	To fulfill or meet the reason you provided the information, e.g. customer support, customer account maintenance, to enable comments from you on our webapp For understanding user experience	For marketing purposes to: data analytics providers
Inferences drawn from other personal information	Indirectly from you (e.g., from observing your actions on our Sites) From third party service providers, such as data analytics providers	For understanding user experience	N/A

B. Use of Information Collected Via the Sites

(1) Personal Information

We use your personal information that is collected on these Sites for the purposes set forth above. We primarily use information for the following purposes:

- To alert you to updated information about CS, or other third parties, or, with your prior consent, to forward promotional materials.
- To try to ensure the Sites are relevant to your needs.
- To help us create and publish content most relevant to you.
- To notify you about a material change to this Privacy Policy or the Terms of Use, if necessary.
- To manage your subscriptions to the Sites, allow you access to limited-entry areas of the Sites, verify your access to your subscription accounts, and handle other customer support inquiries.
- To generate web analytics and compile user information for marketing purposes, advertising, conducting marketing analysis, providing you with recommendations for products or services based on your profile, and promotional material planning and distribution (in each case, as far as the use of personal information is permitted for this purpose under applicable data protection law, including obtaining your consent where required under law).
- To contact you in response to proposals or inquiries that you submit on the Sites.
- To use as otherwise disclosed in this Privacy Policy or at the time of collection of personal information in compliance with applicable law.

(2) Non-Personal Information

Non-personal information is used similarly as described above and in other ways as permitted by applicable laws, including combining non-personal information with personal information.

C. Legal Bases for Processing

We process personal information in accordance with applicable law and with transparency and fairness. Our processing activities are conducted:

- With your consent;
- In order to establish and fulfill our contractual obligations to you. For example to provide the services and products you buy from us or to provide you information, products, and technical support that you request from us;
- For the legitimate purpose of operating our business, including to improve and develop our services (as far as the use of personal Information is permitted for this purpose under applicable data protection law, including obtaining your

consent where required under law), for fraud prevention purposes, and to improve user experience. When we process personal information to meet our legitimate interests, we put in place robust safeguards to ensure that your privacy is protected and to ensure that our legitimate interests are not overridden by your interests or fundamental rights and freedoms. You can obtain further information on legitimate interests balancing exercises we have carried out by contacting us at help@curiositystream.com;

- To comply with our legal obligations. For example, to enable us to meet our obligations in connection with legal claims, compliance, regulatory, investigative, and disciplinary purposes and informal requests from law enforcement or other governmental authorities; and
- As otherwise in compliance with applicable law.

We will not use or otherwise process your personal information for any other purposes, unless we have legal grounds to do so (e.g. you provide us with your additional consent before such use). We do not use your personal data for profiling or other automated decision making without human intervention.

D. Sharing and Disclosure of Information

(1) Personal Information

We may share or disclose your personal information to the following parties and in the following instances, in each case always only in accordance with applicable data protection laws:

- To vendors, affiliates, and other third parties to process your request for a subscription. If you choose to subscribe to the Sites, we may collect information from you such as your credit card number, billing address and other information related to such purchase, and we may use such collected information in order to process your payment. We may also provide such information, or other personal information provided by you, to unaffiliated third parties as necessary to complete your subscription (for example, to process your credit card).
- To vendors, affiliates, strategic partners, agents, third party marketers or other unaffiliated parties for advertising and marketing purposes, including generating web analytics and compiling user information for marketing purposes, advertising, conducting marketing analysis, providing you with recommendations for products or services based on your profile, and promotional material planning and distribution pursuant to your consent or otherwise in accordance with applicable law. If you do not want us to share your personal information in this manner, please do not provide us with this information, or please do not opt in to such activities or, as may be sufficient under applicable law, please inform us that you would like to opt out of this type of sharing by contacting us at the address provided at the bottom of the Privacy Policy.

- To affiliates, strategic partners, agents, third party marketers or other unaffiliated parties who are offering products or services that we believe may be of interest to you or who require your personal information for research, administrative and/or internal business purposes pursuant to your consent or otherwise in accordance with applicable law. These parties may use your personal information, such as your first and last name and email address, to contact you with an offer or advertisement related to a product or service, or they may use such information for their own research, administrative, or business purposes. If you do not want us to share your personal information in this manner, please do not opt in to such activities or, as may be sufficient under applicable law, please unsubscribe or contact us below to change your preferences.
- To unaffiliated third-party service providers, agents or independent contractors who help us maintain our Sites and provide other administrative services to us (including, but not limited to, credit card processing services, providing customer service, maintaining and analyzing data, sending customer communications on CS's behalf, and entry collection, winner selection and prize fulfillment for contests, sweepstakes and other promotions if you decide to participate). We seek to ensure that these unaffiliated third parties will not use the personal information for any other purpose than to provide the administrative services for which they are responsible. Because such unaffiliated third-party service providers that help us administer our Sites will have access to users' personal information, if you do not wish for our unaffiliated third-party service providers to have access to your information, please do not register or submit any personal information to us.
- To unaffiliated third-party service providers, agents or independent contractors to fulfill a request made by you. For example, if you email us a question or otherwise inquire about one of our services, we may use your email address to process your request and respond to your question. Also, if you are entering a sweepstakes or contest, we may use your personal information in order to fulfill the terms of that promotion. This means that we may share the information for prize fulfillment purposes or mail carriers. We also may share your information with the co-sponsor of that promotion pursuant to your consent or otherwise in accordance with applicable law.
- To government authorities or law enforcement officials as required by law or for administrative purposes and to the extent that applicable law allows and/or requires this: (i) to comply with the law, legal actions or lawful request of the authorities or (ii) in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on us, protect and defend our rights, property or safety, including the rights, property and safety of CS and its family of Sites or act in urgent circumstances to protect the personal safety of our end users or others under the applicable laws, (iii) to fulfill our obligations under our agreement with you, or (iv) to check, prevent and investigate fraud, security or technical issues.

- To our advisers, any prospective purchaser's advisers, and the new owner of the business as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.
- To protect against potential fraud, we may verify with third parties the information collected from these Sites. In the course of such verification, we may receive personal information about you from such services. In particular, if you use a credit card or debit card to subscribe to the Sites or otherwise make a purchase through the Sites, we may use card authorization and fraud screening services to verify that your card information and address matches the information that you supplied to us, and that the card has not been reported as lost or stolen. Except as described in this Privacy Policy or at the time we request the information, we do not otherwise use, share or otherwise disclose your personal information to any third parties.

(2) Non-Personal Information

We may share non-personal information collected on the Sites in the manner disclosed above and in other ways as permitted by law. For example, we may track and analyze non-personal information and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

E. Collection and Use of Information from Children

The Sites are not intended for use by persons under the age of 13, or under the age of 18 for EEA visitors. CS does not knowingly collect information from visitors under the age of 13, or 18 in the EEA. In the event that we learn that a person under these ages has provided CS with personal information, we will promptly delete such personal information from our systems.

F. International Transfer of Information

If you choose to provide CS with personal information, and with your prior consent or otherwise in accordance with applicable law, CS may transfer that information to its affiliates and subsidiaries or to other third parties, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting from the European Union (EU), the European Economic Area (EEA) or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personal information to the United States which does not have the same data protection laws as the EU/EEA and may provide more limited recourse mechanisms, including dissimilar or, at times, weaker data protection rights. In case of such transfer, appropriate safeguards (e.g. EU standard contractual clauses) will be used to ensure an adequate level of protection of your personal information.

With knowledge of these risks, you understand that:

- Your personal information may be used for the uses identified above in accordance with this Privacy Policy and the applicable data protection law; and
- Your personal information may be transferred to the United States as indicated above.

For further information on or to request a copy of the aforementioned safeguards, please email help@curiositystream.com.

G. Your Rights and Choices

Please contact CS at the methods provided below at the end of the Privacy Policy if you have questions about your personal information or if you would like to otherwise make a change to such information or would like to opt out of marketing. You can also specifically update, change, or delete certain personal information (such as your email address, mailing address, and payment method) on the Sites by logging into your account and clicking "My Account" in the menu at the top of each page of the website.

Additionally, residents of the EEA, United Kingdom, and Switzerland have the right to:

- Obtain confirmation as to whether or not your personal information exists and to be informed of its content and source, verify its accuracy and request its completion, update, or amendment;
- Request the deletion, anonymization or restriction of the processing of your personal information;
- Object to the processing, in all cases, of your personal information for legitimate reasons;
- Withdraw consent at any time if we have asked for your consent to process your personal information. Your withdrawal does not affect the legality of the processing carried out based on your consent until the withdrawal.
- Receive an electronic copy of your personal information, if you would like such a copy for yourself or to port your personal information to a different provider;
- Lodge a complaint with a relevant data protection supervisory authority. The relevant data protection authority will be the supervisory authority in your country.

These rights might be limited in some situations – for example, where we can demonstrate that we have a legal requirement to process your data. In some instances, this may mean that we are able to retain data even if you withdraw your consent.

Where CS requires personal information to comply with legal or contractual obligations, the provision of such information is mandatory. If such data is not provided CS will not be able to manage the engagement relationship, or to meet obligations placed on it. In all other cases, provision of requested personal data is optional.

California residents have rights, further explained in section R below.

H. Opt-Out of Communications

We communicate with users who subscribe to our services on a regular basis via email. For example, we may use your email address, in each case always only in accordance with applicable laws, to send you information about a service requested by you, to confirm a service requested by you, to send you notice of payments, to send you information about changes to our services, and to send notices and other disclosures as required by law. Generally, users cannot opt-out of these transactional communications, but they will be primarily informational in nature rather than promotional. However, we provide you the opportunity to exercise an opt-out choice with respect to promotional communications; if you do not want to receive other types of communication from us, such as emails or updates from us regarding new services and products offered on the Sites or if you do not want us to share your personal information with third parties. The opt-out choice may be exercised, as required by the applicable law, by ticking or un-ticking the appropriate box if such checkbox is available at the points where personal information is collected, or by contacting us at help@curiositystream.com. We will process your unsubscribe request as soon as possible and in accordance with applicable law, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe request is processed. You also may opt-out of receiving such emails by clicking on the "unsubscribe" link within the text of the email.

I. Forums, Chat Rooms and Other Public Posting Areas

Please note that any information you include in a message you post to any chat room, forum or other public posting area is available to anyone with Internet access. If you don't want people to know your e-mail address, for example, don't include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS.

J. Third-Party Websites

This Privacy Policy applies solely to information collected on the Sites. The Sites may contain links to other websites, such as to relevant third-party online resources, our partners' websites, and other third-party websites. Any access to and use of such linked websites is not governed by this Privacy Policy but instead is governed by the privacy policies of those third parties. We are not responsible for the privacy practices or the content of these other websites.

K. Cookies and Ads

We use, and may allow certain third parties (including advertisers, third party ad networks, and other ad companies) to use, cookies and other similar technologies to provide our services, serve advertisements on the Sites, and to improve the performance of CS's advertising across the Internet. Please be advised that such advertising companies may gather personal information about your visit to the Sites or other sites to enable such advertising companies to market products or services to you, to monitor which ads have been served to your browser and which webpages you were viewing when such ads were delivered. If you are based in the EEA or another country which requires express consent for the use of certain kinds of cookies and of similar technologies and/or of information obtained by the use of cookies or similar technologies, we will comply with such consent requirements.

Here are some examples of information that is collected via the Sites and a description of how this information is used:

- **Cookies and Web Beacons** - We may use certain kinds of technology such as cookies and web beacons or work with third party web analytic service providers to collect information about how you use the Sites. Among other things, the use of cookies and web beacons enables us to improve our services by seeing which areas and features are most popular, to count the number of computers or mobile devices accessing our services, to personalize and improve your experience, to record your preferences, to allow you to visit our Sites without re-entering your username and/or password, and to improve the performance of our advertising across the Internet. A cookie is a small amount of data which is sent to your browser from a website's computer and stored on your computer's hard drive or your mobile device. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also visit <http://www.allaboutcookies.org/manage-cookies/index.html> for more information. However, if you choose not to accept cookies, your ability to use our Sites may be hindered. For the avoidance of doubt, the option to decline the acceptance of cookies in your browser setting does not mean that we use cookies without your consent where such consent is required under applicable law. A web beacon is an electronic image, also called a "gif," that may be in the form of a "png" image, as well as iframe, script, input link, embed, object, and other tags to track usage. These web beacons may be used on our web pages to deliver cookies, count visits and compile statistics on usage and effectiveness of our Sites. We will not undertake such activities without your consent where such consent is required under applicable law.
- **Google Analytics** - To help facilitate the delivery of relevant content, we use Google Analytics and have implemented all Google Advertising Features, including Remarketing, Impression Reporting, and Demographics, and Interest

Reporting. Google Analytics uses cookies to report on user interactions on our and others' websites. We use the data collected for optimizing marketing, refining advertising and/or programming strategies, and generally making advertising more effective. We will not undertake such activities without your consent where such consent is required under applicable law. Google provides a complete privacy policy and instructions on opting out of Google Analytics here: <https://www.google.com/intl/en/analytics/privacyoverview.html>. Note that the opt-out is specific to Google activities and does not affect the activities of other ad networks or analytics providers that we may use.

Depending on the particular advertising services they provide, these third party advertising companies may employ first-party cookies or third-party cookies. Unlike third-party cookies, first-party cookies are hosted on CS's servers. You can opt-out of first-party cookies by clicking here (<https://curiositystream.com/privacy/ad-opt-out-confirmation>). If you would like more information about third-party cookies or to learn more about your opt-out choices, please click here (<https://www.networkadvertising.org/choices/>). For the avoidance of doubt, the option to opt out of cookies does not mean that we or third-party advertising companies use cookies without your consent where such consent is required under applicable law. PLEASE NOTE THAT THIS POLICY DOES NOT COVER THE COLLECTION AND USE OF INFORMATION BY SUCH THIRD PARTY WEBSITES AND ADVERTISING COMPANIES.

L. Assignment

In the unlikely event of a direct or indirect reorganization process including, but not limited to, mergers, acquisitions, divestitures, bankruptcies, and sales of all or a part of our assets, CS may disclose your personal information and non-personal information following completion of such transaction and/or during the assessment process pending transfer. If transferred in such a case, the purchaser will abide by the terms and conditions of this Privacy Policy.

M. Changes to this Privacy Policy

We reserve the right to change this Privacy Policy from time to time. When we do, we will also revise the "last updated" date at the top of this Privacy Policy. When we make any material changes to this Privacy Policy, we will notify you either by sending a notice to the primary email address specified in your account or by placing a prominent notice on the Sites as required by applicable law so that you have the opportunity to exercise your rights.

N. Security

We implement reasonable security measures to protect against the loss, misuse, unauthorized access, disclosure, alteration or destruction of the information you provide us. We may use third party products and services to secure or store your information. Please understand that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to CS is done at your own risk. We use firewalls to protect your information from unauthorized access, disclosure, alteration, or destruction. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software.

If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using these Sites or providing personal information to us you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of these Sites. We may post a notice on our Sites if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

The personal information record created through your registration with our Sites can only be accessed with the unique password associated with that record. To protect the integrity of the information contained in this record, you should not disclose or otherwise reveal your password to third parties. You agree that you are responsible for all acts or omissions that occur on your account while your password is being used. Please let us know immediately if you believe your password has been compromised.

O. Retention

We will retain your personal information for as long as necessary to provide the products and services you have requested. Afterwards, we may retain data for an appropriate period to protect ourselves from legal claims, to administer our business, or to the extent permitted by applicable law, which may require us to hold your personal information for specific periods. We will delete your personal information when you withdraw your consent, if there is no other legal ground for further processing (e.g., a statutory obligation to retain your personal information), or when you object to the processing in accordance with section G (see above) or when we are obligated to delete it in accordance with an obligation under applicable law. For further information about our approach to data retention, please ask help@curiositystream.com.

P. Disputes and Agreement to Arbitrate

Where permitted under applicable law, by using the Sites, you and CS agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of

the Sites or the breach, enforcement, interpretation, or validity of these Terms of Use or any part of them ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent to:

- Us, at CuriosityStream Inc. 8484 Georgia Ave., Suite 700, Silver Spring, MD 20910
- You, at the physical or email address we have on file for you.

Both you and CS agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights.

All such Disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) (www.jamsadr.com) for binding arbitration under its rules then in effect (as modified by this agreement to arbitrate), before one arbitrator to be mutually agreed upon by both parties. The arbitration shall be conducted in accordance with the JAMS Consumer Arbitration Minimum Standards (<https://www.jamsadr.com/consumer-minimum-standards/>) if it is determined by JAMS or the arbitrator that these standards are applicable to the Dispute. The location of any hearings will be determined by the applicable JAMS rules, provided that if the claim is for \$10,000 or less, you may choose to have the arbitration conducted (1) solely on the basis of the documents submitted to the arbitrator or (2) through a non-appearance based hearing by teleconference or videoconference.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable. For the avoidance of doubt, you and CS agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of this agreement to arbitrate or the arbitrability of any claim or counterclaim. The arbitrator may award (on an individual basis) any relief that would be available in a court. The

award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Notwithstanding the foregoing, in lieu of arbitration either you or CS may (1) bring an individual claim in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply and (2) file an individual claim in court to enjoin the infringement or other misuse of its intellectual property rights, provided that any such claim is brought and maintained on an individual basis.

Q. Choice of Law

Notwithstanding the provisions applicable to the residents of the EEA, this Privacy Policy has been made in, and shall be construed in accordance with, the laws of the State of Maryland, without giving effect to any conflict of law principles. The parties acknowledge that this Privacy Policy evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Privacy Policy shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

R. Your California Privacy Rights

If you are a California resident, you may be entitled to the below rights:

- **the right to know.** You may request information about the categories and specific pieces of personal information we have collected about you, as well as the categories of sources from which such information is collected, the purpose for collecting such information, and the sale or disclosure for business purposes of your personal information to third parties, and the categories of third parties with whom this information was shared. You may also request a copy of the personal information we have collected, and upon request, we will provide this information to you in electronic form;
- **the right to opt out of the sale** of your personal information to third parties. We do not sell your personal information at this time, we do not share your personal information with third parties for their direct marketing purposes, and we do not sell the personal information of children under 16 years old;
- **the right to request deletion** of your personal information, subject to certain legal exceptions; and
- **the right to not be discriminated against** for exercising any of the rights mentioned above. This includes not being discriminated against in connection with financial incentives, which we may offer from time to time. The terms of a financial incentive will be provided at the time you sign up for the financial incentive. You may withdraw from any of the financial incentives. We have calculated the value of

the financial incentive by using the expense related to the offer, and the value of your data is the value of the offer presented to you.

If you would like to exercise one or more of the above rights, please contact us using the contact information provided below. Whenever feasible for verification, we will match the identifying information provided by you to the personal information already maintained by us. If, however, we cannot verify your identity from the information already maintained by us, we may request additional information. You may designate an authorized agent to make a request on your behalf. Such authorized agent must have permission to submit requests on your behalf. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf

S. How We Respond to Do Not Track Signals

The “Do Not Track” (“DNT”) privacy preference is an option that may be made in some web browsers allowing you to opt-out of tracking by websites and online services. At this time, global standard DNT technology is not yet finalized and not all browsers support DNT. We do not sell data in the traditional sense of a “sale” but we do utilize third party advertising vendors who may use information collected through our Sites to track users. We do not recognize all DNT signals but we do recognize the Global Privacy Control.

T. Data Controller and Contacting Us

If you have any questions about this Privacy Policy or our privacy practices, please contact the data controller at the following address:

CuriosityStream Inc.
Attn: Privacy Office
8484 Georgia Ave., Suite 700
Silver Spring, MD 20910
1-844-778-8999
help@curiositystream.com