

PRIVACY POLICY

FUSE, LLC ("FUSE", "we", "us", or "our") has created this privacy policy ("Privacy Policy") in order to demonstrate our firm commitment to the privacy of our users ("you" or "your"). The following discloses our information gathering and dissemination practices for fuse.tv, fm.tv, and any other website under which we conduct business (collectively, the "Service"). This Privacy Policy is a part of the terms and conditions which are set forth in our Terms of Use. Any terms that are not defined in this Privacy Policy shall have the meaning given in our Terms of Use. Both this Privacy Policy and the Terms of Use are legally binding on all users.

YOUR ACCEPTANCE OF THESE TERMS / MODIFICATIONS

By using the Service, you indicate your acceptance of all terms of this Privacy Policy. If you do not agree to this Privacy Policy, please discontinue use of the Service. Your continued use of the Service following the posting of changes to these terms indicates your acceptance of those changes. We reserve the right to revise this Privacy Policy at any time by updating this posting without advance notice to you. Such revisions shall be effective immediately upon posting.

COLLECTION AND USE OF INFORMATION YOU GIVE US DIRECTLY

Personal Information is information that identifies you and that you provide us directly, such as:

1. Information we request when you register with the Service, including your name, street address, telephone number, e-mail address, date of birth, and account or subscriber information with respect to your participating television provider;
2. Information you provide if you complete a survey that we use for research purposes, or enter a sweepstakes, contest or other online promotion;
3. Information you provide if you report a problem with the Service or contact us for other reasons;
4. Your mobile phone number and carrier if you sign up for wireless updates and other promotions.

Personal Information will be used (1) to process your requests (e.g., register you for a contest or sweepstakes); (2) to communicate with you based on your stated interests and preferences or make related offers to you; (3) to personalize the content or advertising you see on the Service; (4) to administer the Service or serve you when you have questions or problems; and (5) for any other purpose disclosed to you at the time we collect your information or pursuant to your consent.

USE OF IP ADDRESSES

An IP address is a number which is assigned to your computer when you are online. Web servers identify your computer by its IP address. FUSE collects IP addresses for the purposes of system administration, and to audit the use of our site. When you request pages from FUSE websites, our servers log your IP address. We do not normally link IP addresses to anything personally identifiable, which means that your session will be logged, but you remain anonymous to FUSE and other users. We may use IP addresses to identify a user when we feel it is necessary to (i) enforce compliance with this Privacy Policy and Terms of Use, (ii) protect our service, site, customers or others, and/or (iii) comply with (a) a request from a governmental agency, (b) regulation, or (c) legal action.

USE OF COOKIES

Cookies are pieces of information that a website transfers to your computer for record-keeping purposes. Cookies make browsing the Internet easier for you by saving your preferences while you access a website. By showing how and when users use a website, cookies help us see which areas are popular and which are not. Many improvements and updates to the FUSE web content are based on such data as total number of visitors and pages viewed. This information is most easily tracked with cookies. We use the information from cookies to provide services better tailored to our users' needs.

FUSE uses cookies primarily in two ways. First, we use them to specify unique preferences so that you do not have to tell us repeatedly about the content you are interested in. Second, we use cookies to track user trends and patterns, so we can improve areas of the FUSE online experience that our users find valuable. While both of these activities depend on the use of a cookie, you always have the option of disabling cookies via your (i) browser preferences and/or (ii)

Macromedia Flash application which allows you to view videos on the Service. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or indicate when a cookie is being sent. You can control Flash cookies via the Macromedia Flash application on your computer, or by going to the Macromedia Flash Player website, which allows you to view, modify, and delete Flash cookies. Please note that some parts of the Service may not function properly or may be considerably slower if you refuse cookies.

PLUGINS

Our Service uses social plugins (“Plugins”) provided by various social networks (“Platform(s)”). The Plugins are surrounded, or framed, by the Service (i.e. FUSE colors scheme, messaging and content surrounds Plugins); however, FUSE controls very few of Plugins’ functions. For example, FUSE doesn’t control the Platform’s collection of user data, at the same time some Plugins may still (i) allow FUSE to filter, delete, and/or edit Posts (as defined below), and (ii) share user information with FUSE.

If you are a Platform member and do not want that Platform to connect the data about your visit to the Service with your member data already stored by the Platform, please log off of the Platform before using the Service. You can also block Plugins by using browser add-ons.

We have no control of the data gathered by Plugins. When you visit any page of our Service that contains a Platform Plugin, your browser establishes a direct connection to that Platform’s servers. Then the Platform directly transfers the Plugin content to your browser which embeds the Plugin into the Service, this enables the Platform to receive information about you accessing that particular FUSE service or webpage.

Thus, if you are logged into a Platform, your visit can be matched to your Platform’s account. If you interact with the Plugins, for example by clicking “Like” or entering a comment, the corresponding information is transmitted from your browser directly to the Platform and stored by it. The Platform may also let others know that you have visited the Service, FUSE websites or particular pages. Even if you are not logged into a Platform, the Plugins may still transmit your IP-address, and information about your location, browser and computer to the Platform.

To the extent that a Plugin allows, FUSE reserves the right to (i) filter, delete, and/or edit Posts, and (ii) accept monitor and copy user information from the Platform.

The creation, availability, and popularity of Platforms and Plugins changes frequently, so we may add or delete Plugins at any time. For your reference, below is a more detailed description of some of the Plugins you may find on our webpages.

Facebook

Facebook Plugins are operated by Facebook Inc. For a full list of Facebook Plugins see: <http://developers.facebook.com/Plugins>. Here’s how Facebook Plugins may appear:



For information on Facebook’s data collection and processing visit Facebook’s privacy policy: <http://www.facebook.com/policy.php>.

Twitter

Twitter Plugins are operated by Twitter Inc. Twitter calls these Plugins Embedded Tweets. Here’s how some Twitter Plugins appear:



For information on Twitter's data collection and processing visit Twitter's privacy policy: <http://twitter.com/privacy>.

LinkedIn

LinkedIn Plugins are operated by LinkedIn Corporation. Here's how LinkedIn Plugins may appear:



For information on LinkedIn's data collection and processing visit LinkedIn's privacy policy: http://www.linkedin.com/static?key=privacy_policy.

POSTINGS

The Plugins may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to the Platforms ("Post(s)"). Note that when you share or Post or otherwise make personal information public on a Plugin, Platform, or anywhere on the Internet that information can be collected and used by others. You understand, acknowledge and agree that FUSE accepts no responsibility for Posts and is not responsible for the consequences of any and all Posts that you upload, post, email, transmit or otherwise make available via Plugins. Posts do not reflect the views of FUSE, any of its affiliated or related partners or companies, or any of their respective websites or services. We do not always monitor, filter, endorse, edit or screen Posts, although we reserve the right to do so. In no event shall FUSE, any of its affiliated or related partners or companies, or any of their respective websites or services have or be construed to have any responsibility or liability for or in connection with any Post whatsoever; however, we reserve the right, in our complete and sole discretion, and without limiting any and all other rights we may have under this Privacy Policy, at law or in equity, to: (a) refuse to allow you to Post; (b) remove and/or delete Posts; (c) revoke your right to use the Service of any of the FUSE websites or services; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Privacy Policy, including, without limitation, blocking specific IP addresses.

If you Post, you hereby agree that: (a) you are placing the Post on the Platform; (b) you specifically authorize FUSE, its affiliated or related partners and companies to use such Post in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together or as part of other information, content and/or material of any kind or nature; (c) you represent and warrant that we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Post and the Post (i) is original to you or fully cleared for use as contemplated herein, (ii) does and will not, in any way, violate or breach any of the terms of this Privacy Policy, (iii) does not contain libelous, tortious, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation, (iv) is not obscene or in any other manner unlawful, and (v) shall not be injurious to the health of the user; (d) if your Post incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Post to be viewed by the public and grant FUSE the right to use such Post as described above; (e) we have the right to remove, delete, re-format and/or change your Post in any manner that we may determine; and (f) you will not be entitled to any compensation because of the use or exploitation by us or any third party of any videos and other Posts you make available through Plugins or any ideas or concepts contained therein, and the submission of a video or other Post, and/or any posting or presentation, motion picture, still photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any video or other Post that you or anyone else submits to or through the Plugins, you acknowledge and agree that you shall not be entitled to any compensation. You understand,

acknowledge and agree that we assume no responsibility for deletion of Posts or any other matter relating to Posts.

LINKED SITES

In addition to Plugins, the Service may contain links to other websites. If you click on the link, you will be directed to other sites which are beyond our control and service. Such other sites may send their own cookies to users, collect data, or solicit personal information. FUSE is not responsible for the privacy practices or the content of such other websites.

ADVERTISING

Advertisers and third parties may also collect information about your activity on the Service and on third-party websites and applications using cookies or other tracking technologies. Tracking data collected by these advertisers and third parties is used to decide which ads you see both on our website and applications and on third-party sites and applications, but does not identify you personally and is not associated with your registration account. You may choose not to receive targeted advertising from many ad networks, data exchanges, marketing analytics and other service providers here: <http://www.aboutads.info/>.

CONTESTS/SWEEPSTAKES

We may sponsor contests and sweepstakes, which will require a registration process in which you may be required to submit your first and last name, street address, city, state and zip code, email address, telephone number and date of birth. Additional personally identifiable information may also be requested depending on the specific contest or promotion, but submission of such information may be optional. The entry page, submission form and/or rules of the contest/promotion will provide the specific requirements.

INFORMATION SHARING WITH AFFILIATES

Demographic and profile data is collected at our site. This information may be shared with various associated companies on an individual or aggregate basis. We may, on occasion, combine information we receive online with outside records to enhance our ability to market to you those products or services that may be of interest to you.

YOUR CALIFORNIA PRIVACY RIGHTS

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding our disclosure of your personal information to third parties for the third parties' direct marketing purposes. With respect to these entities, this privacy policy applies only to their activities within the State of California. To make such a request, please send an email to privacy@fusemedia.com or regular mail letter to the address below. The email subject line or letter envelope must be labeled "Your California Privacy Rights" and clearly stated on the actual request.

FUSE

700 N Central Ave

Glendale, CA 91203

Attn: Your California Privacy Rights

c/o Privacy Administrator

COMMUNICATIONS BETWEEN US AND YOU

If you send us personal correspondence, such as through our contact page (<http://www.fm.tv/contact>), emails or letters, or if other users or third parties send us correspondence about your activities or postings on our site, we may collect such information into a file specific to you. We may use information in the file that we maintain for you, and other information that we obtain from your use of the services, to resolve disputes, troubleshoot problems and enforce our Terms of Use. We may send emails and newsletters to you, announcing special promotions, changes in our services, and other information we believe will be of interest to you. You will have the choice to opt-out of receiving future mailings.

NOT ELIGIBLE FOR OUR SERVICES: CHILDREN AND FOREIGN ACCESS

Children under the age of thirteen (13) are not eligible to use our services, and we ask that such persons not submit personal information to us. In addition, our services are offered to people located in the United States of America, its territories and possessions. If you are not located in the United States, please discontinue use of the Service

immediately.

DISCLOSURE OF YOUR INFORMATION

We cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. For example, we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. We can, and you authorize us to, disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us to legal liability.

Contacting FUSE about the Service

If you have any questions about this Privacy Policy, the practices of this Service, or your dealings with FUSE or this Service, you can contact:

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Suite 600
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E-mail: privacy@fusemedia.com
rev date: 09-28-2015